

Hazard Ranking System and National Priorities List Technical Support

SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING N/A		PAGE OF PAGES 1	
2. CONTRACT NUMBER		3. SOLICITATION NUMBER PR-HQ-02-11697		4. TYPE OF SOLICITATION [] SEALED BID (IFB) [X] NEGOTIATED (RFP)		5. DATE ISSUED 10/17/02	
7. ISSUED BY (Hand Delivered/Overnight Commercial Carriers)		CODE		8. ADDRESS OFFER TO (If other than Item 7) (U. S. Mail Only)			
Environmental Protection Agency Bid and Proposal Room, Ronald Reagan Building, 6th Floor (3802R) 1300 Pennsylvania Avenue, N.W. Washington, DC 20004				Environmental Protection Agency Bid and Proposal Room, Ariel Rios Building (3802R) 1200 Pennsylvania Avenue, N.W. Washington, DC 20460			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and <u>8</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository until 11:00am local time on 11/18/02 (Hour) (Date)			
CAUTION - LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.			
10. FOR INFORMATION CALL:		A. NAME JOAN C. THURMAN or DOREEN STERN (202)564-4466	
		B. TELEPHONE (NO COLLECT CALLS) AREA CODE NUMBER EXT. 202 564-4497	
		C. E-MAIL ADDRESS thurman.joan@epa.gov	

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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions in 52.214-16, Minimum Bid Acceptance Period.			
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (180 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.			
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause 52-232-8)		10 CALENDAR DAYS %	20 CALENDAR DAYS %
		30 CALENDAR DAYS %	___ CALENDAR DAYS %
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:)		AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY
		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)	
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		17. SIGNATURE	
15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER [] SUCH ADDRESS IN SCHEDULE		18. OFFER DATE	

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [] 10 U.S.C. 2304(c)() [] 41 U.S.C. 253(c)()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than item 7)		CODE		25. PAYMENT WILL BE MADE BY Environmental Protection Agency Research Triangle Park Financial Management Center (D143-02) Research Triangle Park, NC 27711	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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PART I - THE SCHEDULE**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 LEVEL OF EFFORT--COST REIMBURSEMENT TERM CONTRACT (EPAAR 1552.211-73)
(APR 1984) DEVIATION**

(a) The Contractor shall perform all work and provide all required reports within the level of effort specified below. The Government will order 54,300 direct labor hours for the base period which represents the Government's best estimate of the level of effort required to fulfill these requirements.

(b) Direct labor includes personnel such as engineers, scientists, draftsmen, technicians, statisticians, and programmers and not support personnel such as company management, typists, and key punch operators even though such support personnel are normally treated as direct labor by the Contractor. The level of effort specified in paragraph (a) includes Contractor, subcontractor, and consultant labor hours.

(c) Under any circumstances, if the Government orders or the Contractor provides less than 90 percent of the level of effort specified for the base period or any optional period exercised, an equitable downward adjustment of the fixed fee, if any, for that period will be made. The Government may require the Contractor to provide additional effort up to 110 percent of the level of effort for any period until the estimated cost for that period has been reached. However, this additional effort shall not result in any increase in the fixed fee, if any. If this is a cost-plus-incentive-fee (CPIF) contract, the term "fee" in this paragraph means "base fee and incentive fee." If this is a cost-plus-award-fee (CPAF) contract, the term "fee" in this paragraph means "base fee and award fee."

(d) If the level of effort specified to be ordered during a given base or option period is not ordered during that period, that level of effort may not be accumulated and ordered during a subsequent period.

(e) These terms and conditions do not supersede the requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

B.2 WORK ASSIGNMENTS (EPAAR 1552.211-74) (APR 1984) ALTERNATE I (APR 1984)

(a) The Contractor shall perform work under this contract as specified in written work assignments issued by the Contracting Officer.

(b) Each work assignment will include (1) a numerical designation, (2) the estimate of required labor hours, (3) the period of performance and schedule of deliverables, and (4) the description of the work.

(c) The Contractor shall acknowledge receipt of each work assignment by returning to the Contracting Officer a signed copy of the work assignment within five (5) calendar days after its receipt. The Contractor shall begin work immediately upon receipt of a work assignment.

Within fifteen (15) calendar days after receipt of a work assignment, the Contractor shall submit two (2) copies of a work plan to the Project Officer and one (1) copy to the Contracting Officer. The work plan shall include a detailed technical and staffing plan and a detailed cost estimate.

Within forty-five (45) calendar days after receipt of the work plan, the Contracting Officer will provide written approval or disapproval of it to the Contractor.

If the Contractor has not received approval on a work plan within forty-five (45) calendar days after its submission, the Contractor shall stop work on that work assignment. Also, if the Contracting Officer disapproves a work plan, the Contractor shall stop work until the problem causing the disapproval is resolved. In either case, the Contractor shall resume work only when the Contracting Officer finally approves the work plan.

(d) This clause does not change the requirements of the "Level of Effort" clause, nor the notification requirements of either the "Limitation of Cost" or "Limitation of Funds" clauses.

(e) Work assignments shall not allow for any change to the terms or conditions of the contract. Where any language in the work assignment may suggest a change to the terms or conditions, the Contractor shall immediately notify the Contracting Officer.

(f) Within 20 days of receipt of the work assignment or similar tasking document, the Contractor shall provide a conflict of interest certification. Where work assignments or similar tasking documents are issued under this contract for work on or directly related to a site, the Contractor is only required to provide a conflict of interest certification for the first work assignment issued for that site. For all subsequent work on that site under this contract, the Contractor has a continuing obligation to search and report any actual or potential conflicts of interest, but no additional conflict of interest certifications are required.

Before submitting the conflict of interest certification, the contractor shall search its records accumulated, at a minimum, over the past three years immediately prior to the receipt of the work assignment or similar tasking document. In the COI certification, the Contractor must certify to the best of the Contractor's knowledge and belief, that all actual or potential organizational conflicts of interest have been reported to the Contracting Officer or that to the best of the Contractor's knowledge and belief, no actual or potential organizational conflicts of interest exist. In addition, the Contractor must certify that its personnel who perform work under this work assignment or relating to this work assignment have been informed of their obligation to report personal and organizational conflicts of interest to the Contractor. The certification shall also include a statement that the Contractor recognizes its continuing obligation to identify and report any actual or potential conflicts of interest arising during performance of this work assignment or other work related to this site.

B.3 ESTIMATED COST AND FIXED FEE (EP 52.216-190) (APR 1984)

- (a) The estimated cost of this contract is _____.
- (b) The fixed fee is _____.
- (c) The total estimated cost and fixed fee is _____.

B.4 LIMITATION OF FUNDS NOTICE (EP 52.232-100) (APR 1984)

(a) Pursuant to the Limitation of Funds clause, incremental funding in the amount of _____ is allotted to cover estimated cost. Funds in the amount of _____ are provided to cover the corresponding increment of fixed fee. The amount allotted for costs is estimated to cover the contractor's performance through _____.

(b) When the contract is fully funded as specified in the Estimated Cost and Fixed Fee Clause (EP 52.216-190), the Limitation of Cost clause shall become applicable.

(c) The parties agree that if the contractor's incurred costs are less than the total amount allotted to the contract as set forth in paragraph (a) above, the contractor shall only be entitled to receive payment in an amount that represents its allowable incurred costs and the associate fixed fee.

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 NOTICE REGARDING PROHIBITED CONTRACTOR ACTIVITIES ON ENVIRONMENTAL PROTECTION AGENCY (EPA) CONTRACTS (EP 52.000-000) (NOV 1994)

The Contractor shall not perform any of the following activities on behalf of EPA in connection with this contract:

1. The actual preparation of Congressional testimony.
2. The interviewing or hiring of individuals for employment at EPA.
3. Developing and/or writing of Position Descriptions and Performance Standards.
4. The actual determination of Agency policy.
5. Participating as a voting member on a Performance Evaluation Board; participating in and/or attending Award Fee meetings.
6. Preparing Award Fee Letters, even under typing services contracts.
7. The actual preparation of Award Fee Plans.
8. The preparation of documents on EPA Letterhead other than routine administrative correspondence.
9. Reviewing vouchers and invoices for the purposes of determining whether costs, hours, and work performed are reasonable.
10. The preparation of Statements of Work, Work Assignments, Technical Direction Documents, Delivery Orders, or any other work issuance document under a contract that the contractor is performing or may perform. Such a work issuance document, prepared by an EPA prime contractor under an EPA prime contract for its subcontractor, is exempt from this prohibition.
11. The actual preparation of responses to audit reports from the Inspector General, General Accounting Office, or other auditing entities.
12. Preparing responses to Congressional correspondence.
13. The actual preparation of responses to Freedom of Information Act requests, other than routine, non-judgmental correspondence.
14. Any contract which authorizes a contractor to represent itself as EPA to outside parties.
15. Conducting administrative hearings.
16. Reviewing findings concerning the eligibility of EPA employees for security clearances.
17. The actual preparation of an office's official budget request.

C.2 STATEMENT OF WORK--CONTRACT WHERE WORK IS ORDERED BY WORK ASSIGNMENTS OR DELIVERY ORDERS (EP 52.210-110) (APR 1984)

The Contractor shall furnish the necessary personnel, material, equipment, services and facilities (except as otherwise specified), to perform the Statement of Work/Specifications included as Attachment 1.

The Contractor shall perform work under this contract only as directed in work assignments issued by the Contracting Officer.

C.3 COMPLIANCE WITH EPA POLICIES FOR INFORMATION RESOURCES MANAGEMENT (EPAAR 1552.211-79) (OCT 2000)

(a) Definition. Information Resources Management (IRM) is defined as any planning, budgeting, organizing, directing, training, promoting, controlling, and managing activities associated with the burden, collection, creation, use and dissemination of information. IRM includes both information itself, and the management of information and related resources such as personnel, equipment, funds, and technology. Examples of these services include but are not limited to the following:

(1) The acquisition, creation, or modification of a computer program or automated data base for delivery to EPA or use by EPA or contractors operating EPA programs.

(2) The analysis of requirements for, study of the feasibility of, evaluation of alternatives for, or design and development of a computer program or automated data base for use by EPA or contractors operating EPA programs.

(3) Services that provide EPA personnel access to or use of computer or word processing equipment, software, or related services.

(4) Services that provide EPA personnel access to or use of: Data communications; electronic messaging services or capabilities; electronic bulletin boards, or other forms of electronic information dissemination; electronic record-keeping; or any other automated information services.

(b) General. The Contractor shall perform any IRM related work under this contract in accordance with the IRM policies, standards and procedures set forth in this clause and noted below. Upon receipt of a work request (i.e. delivery order or work assignment), the Contractor shall check this listing of directives (see paragraph (d) for electronic access). The applicable directives for performance of the work request are those in effect on the date of issuance of the work request.

(1) IRM Policies, Standards and Procedures. The 2100 Series (2100-2199) of the Agency's Directive System contains the majority of the Agency's IRM policies, standards and procedures.

(2) Groundwater Program IRM Requirement. A contractor performing any work related to collecting Groundwater data; or developing or enhancing data

bases containing Groundwater quality data shall comply with EPA Order 7500.1A - Minimum Set of Data Elements for Groundwater.

(3) EPA Computing and Telecommunications Services. The Enterprise Technology Services Division (ETSD) Operational Directives Manual contains procedural information about the operation of the Agency's computing and telecommunications services. Contractors performing work for the Agency's National Computer Center or those who are developing systems which will be operating on the Agency's national platforms must comply with procedures established in the Manual. (This document may be found at: <http://basin.rtpnc.epa.gov:9876/etsd/directives.nsf>.)

(c) Printed Documents. Documents listed in (b) (1) and (b) (2) may be obtained from:

U.S. Environmental Protection Agency
Office of Administration
Facilities Management and Services Division
Distribution Section
Mail Code: 3204
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460
Phone: (202) 260-5797

(d) Electronic Access. Electronic access. A complete listing, including full text, of documents included in the 2100 Series of the Agency's Directive System is maintained on the EPA Public Access Server on the Internet at <http://epa.gov/docs/irmpoli8/>.

C.4 ACQUISITION AND USE OF ENVIRONMENTALLY PREFERABLE PRODUCTS AND SERVICES (EP-S 97-1) (MAY 1999)

(a) Executive Order 13101 of September 14, 1998, entitled "Greening the Government through Waste Prevention, Recycling, and Federal Acquisition" and Section 6002 of the Resource Conservation and Recovery Act (RCRA) of 1976, as amended (42 U.S.C. 6962, Pub L. 94-580, 90 Stat. 2822) require Federal agencies to procure designated items with the highest recovered materials content practicable.

(b) In the performance of this contract, the Contractor shall comply with the requirements of the following issuances:

(1) Title 40 of the Code of Federal Regulations, Part 247, Comprehensive Guideline for Procurement of Products Containing Recovered Materials (CPG), which designates items that are or can be made with recovered materials, and its companion pieces, the Recovered Materials Advisory Notices (RMANs). The CPG and RMANs provide recommended procurement practices, including recommended recovered material content levels, for purchasing products designated in the CPG. The Contractor shall comply with these recommendations, and such other CPG revisions and RMANs as the Environmental Protection Agency (EPA) may issue with respect to the procurement of products that contain recovered materials. (Copies of the CPG or RMANs, as well as information on manufacturers and vendors of designated items may be obtained by calling EPA's RCRA Hotline at (800) 424-9346, or, in the Washington, D.C., metropolitan area, at (703) 412-9810.)

(2) In complying with the requirements of paragraph (b), the Contractor shall coordinate its concerns and program guidance with EPA's Recycling Coordinator.

(c) The Contractor shall prepare and submit reports on the purchase of products containing recovered materials from time to time in accordance with written direction (e.g., in specified format) from the EPA Recycling Coordinator through the Contracting Officer. Reports shall be submitted to the EPA Recycling Coordinator, with a copy to the Contracting Officer, Mail Code 3204, Washington, D.C. 20460.

SECTION D - PACKAGING AND MARKING

[For this Solicitation, there are NO clauses in this Section]

SECTION E - INSPECTION AND ACCEPTANCE

E.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.246-5	APR 1984	INSPECTION OF SERVICES--COST-REIMBURSEMENT

**E.2 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (GOVERNMENT SPECIFICATION)
(FAR 52.246-11) (MAR 2001)**

The Contractor shall comply with the higher-level quality standard selected below.

	<u>Title</u>	<u>Numbering</u>	<u>Date</u>	<u>Tailoring</u>
[✓]	<i>Specifications and Guidelines for Quality Systems for Environmental Data Collection and Environmental Technology Programs</i>	ANSI/ASQC E4	1994	See below
[]				
[]				

As authorized by FAR 52.246-11, the higher-level quality standard ANSI/ASQC E4 is tailored as follows:

The solicitation and contract require the offeror/contractor to demonstrate conformance to ANSI/ASQC E4 by submitting the quality documentation described below.

In addition, after award of the contract, the Contractor shall revise, when applicable, quality documentation submitted before award to address specific

comments provided by EPA and submit the revised documentation to the Contracting Officer's Representative.

After award of the contract, the Contractor shall also implement all quality documentation approved by the Government.

A. Pre-award Documentation: The offeror must submit the following quality system documentation as a separate and identifiable part of its technical proposal: *(CO, select one or more)*

<u>Documentation</u>	<u>Specifications</u>
<input type="checkbox"/> Quality Management Plan	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01]
<input type="checkbox"/> Joint Quality Management Plan/Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01] and <u>EPA Requirements for Quality Assurance Project Plans (QA/R)</u> [dated 03/20/01]
<input type="checkbox"/> Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]
<input type="checkbox"/> Other Equivalent: _____	_____

This documentation will be prepared in accordance with the specifications identified above, or equivalent specifications defined by EPA, _____. Work involving environmental data generation or use shall not commence until the Government has approved this documentation and incorporated it into the contract.

B. Post-award Documentation: The Contractor shall submit the following quality system documentation to the Contracting Officer's Representative at the time frames identified below: *(CO, select one or more)*

<u>Documentation</u>	<u>Specification</u>	<u>Due After</u>
<input type="checkbox"/> Quality Management Plan	<u>EPA Requirements for Quality Management Plans (QA/R-2)</u> [dated 03/20/01]	Award of contract
<input type="checkbox"/> Joint Quality Management Plan/Quality Assurance	<u>EPA Requirements for Quality Management Plans</u>	Award of contract

Project Plan for the contract		<u>(QA/R-2)</u> [dated 03/20/01] and <u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/02]	
<input type="checkbox"/>	Quality Assurance Project Plan for the contract	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Award of contract
<input type="checkbox"/>	Programmatic Quality Assurance Project Plan for the entire program (contract)	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Award of contract
<input type="checkbox"/>	Quality Assurance Project Plan for each applicable project	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Issuance of statement of work for the project
<input type="checkbox"/>	Project-specific supplement to Programmatic Quality Assurance Project Plan for each applicable project.	<u>EPA Requirements for Quality Assurance Project Plans (QA/R-5)</u> [dated 03/20/01]	Issuance of statement of work for the project
<hr/>			
<input checked="" type="checkbox"/> Other Equivalent:			
	<u>System Lifecycle</u> _____ <u>Documentation</u> _____	for Superfund _____ Chemical Data Matrix	<input type="checkbox"/> award of contract <input checked="" type="checkbox"/> issuance of statement of work for the project

This documentation will be prepared in accordance with the specifications identified above or equivalent specifications defined by EPA.

The Government will review and return the quality documentation, with comments, and indicating approval or disapproval. If necessary, the contractor shall revise the documentation to address all comments and shall submit the revised documentation to the government for approval.

The Contractor shall not commence work involving environmental data generation or use until the Government has approved the quality documentation.

(Note: Statement of work includes statements of work to perform projects under work assignments, task orders, delivery orders, etc.)

E.3 INSPECTION AND ACCEPTANCE (EP 52.246-100) (APR 1984)

(a) The Contracting Officer or the duly authorized representative will perform inspection and acceptance of materials and services to be provided.

(b) For the purposes of this clause, Project Officer is the authorized representative of the Contracting Officer.

(c) Inspection and acceptance will be performed at the location identified on the individual work assignments executed under this contract by the Contracting Officer.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 NOTICE Listing Contract Clauses Incorporated by Reference

NOTICE:

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.242-15	AUG 1989	STOP WORK ORDER ALTERNATE I (APR 1984)

F.2 REPORTS OF WORK (EPAAR 1552.210-70) (APR 1984) DEVIATION

The Contractor shall prepare and deliver reports and a technical report abstract for each draft final and final technical report in accordance with Attachment 2.

F.3 PERIOD OF PERFORMANCE (EP 52.212-140) (APR 1984)

The period of performance of this contract shall be from March 6, 2003 through March 5, 2005 inclusive of all required reports.

SECTION G - CONTRACT ADMINISTRATION DATA**G.1 PAYMENT OF FEE (EPAAR 1552.216-74) (MAY 1991)**

(a) The term "fee" in this clause refers to either the fixed fee under a cost-plus-fixed-fee type contract, or the base fee under a cost-plus-award-fee type contract.

(b) The Government will make provisional fee payments on the basis of percentage of work completed. Percentage of work completed is the ratio of direct labor hours performed to the direct labor hours set forth in clause 1552.211-73, "Level of Effort--Cost-Reimbursement Term Contract."

G.2 SUBCONTRACTING REPORTS--SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-120) (OCT 1991)

The Contractor shall submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Contract Report, in accordance with the instructions on the forms.

Submit copies of these reports to:

Distribution	Addressee
original	Contracting Officer
1 copy	Senior Program Manager U.S. EPA Office of Small & Disadvantaged Business Utilization (1230C) Ariel Rios Building 1200 Pennsylvania Avenue, N.W. Washington, D.C. 20460

G.3 SUBMISSION OF INVOICES (EPAAR 1552.232-70) (JUN 1996) DEVIATION

In order to be considered properly submitted, an invoice or request for contract financing payment must meet the following requirements in addition to the requirements of FAR 32.905:

(a) Unless otherwise specified in the contract, an invoice or request for contract financing payment shall be submitted as an original and five copies. The contractor shall submit the invoice or request for contract financing payment to the following offices/individuals in the contract: the original and two copies to the Accounting Operations office shown in Block ____ on the cover of the contract; two copies to the Project Officer (the Project Officer may direct one of these copies to a separate address); and one copy to the Contracting Officer.

(b) The Contractor shall prepare its invoice or request for contract financing payment on the prescribed Government forms. Standard Forms Number 1034, Public Voucher for Purchases and Services other than Personal, shall be used by contractors to show the amount claimed for reimbursement. Standard Form 1035, Public Voucher for Purchases and Services other than Personal -Continuation Sheet, shall be used to furnish the necessary supporting detail or additional information required by the Contracting Officer. The Contractor may submit self-designed forms which contain the required information.

(c) (1) The Contractor shall prepare a contract level invoice or request for contract financing payment in accordance with the invoice preparation instructions identified as a separate attachment in Section J of the contract. If contract work is authorized by individual work assignments, the invoice or request for contract financing payment shall also include a summary of the current and cumulative amounts claimed by cost element for each work assignment and for the contract total, as well as any supporting data for each work assignment as identified in the instructions.

(2) The invoice or request for contract financing payment shall include current and cumulative charges by major cost element such as direct labor, overhead, travel, equipment, and other direct costs. For current costs, each major cost element shall include the appropriate supporting schedule identified in the invoice preparation instructions. Cumulative charges represent the net sum of current charges by cost element for the contract period.

(d) (1) The charges for subcontracts shall be further detailed in a supporting schedule showing the major cost elements for each subcontract.

(2) On a case-by-case basis, when needed to verify the reasonableness of subcontractor costs, the Contracting Officer may require that the contractor obtain from the subcontractor cost information in the detail set forth in (c) (2). This information should be obtained through a means which maintains subcontractor confidentiality (for example, via sealed envelopes), if the subcontractor expresses CBI concerns.

(e) Invoices or requests for contract financing payment must clearly indicate the period of performance for which payment is requested. Separate invoices or requests for contract financing payment are required for charges applicable to the basic contract and each option period.

(f) (1) Notwithstanding the provisions of the clause of this contract at FAR 52.216-7, Allowable Cost and Payment, invoices or requests for contract financing payment shall be submitted once per month unless there has been a demonstrated need and Contracting Officer approval for more frequent billings. When submitted on a monthly basis, the period covered by invoices or requests for contractor financing payments shall be the same as the period for monthly progress reports required under this contract.

(2) If the Contracting Officer allows submissions more frequently than monthly, one submittal each month shall have the same ending period of performance as the monthly progress report.

(3) Where cumulative amounts on the monthly progress report differ from the aggregate amounts claimed in the invoice(s) or request(s) for contract financing payments covering the same period, the contractor shall provide a reconciliation of the difference as part of the payment request.

G.4 METHOD OF PAYMENT (EP 52.232-220) (APR 1984)

(a) Payments under this contract will be made either by check or by wire transfer through the Treasury Financial Communications System at the option of the Government.

(b) The Contractor shall forward the following information in writing to the paying office designated in this contract not later than 7 days after receipt of notice of award.

(1) Full name (where practicable), title, phone number, and complete mailing address of responsible official(s), (i) to whom check payments are to be sent, and (ii) who may be contacted concerning the bank account information requested below.

(2) The following bank account information required to accomplish wire transfers:

(i) Name, address, and telegraphic abbreviation of the receiving financial institution.

(ii) Receiving financial institution's 9-digit American Bankers Association (ABA) identifying number for routing transfer of funds. (Provide this number only if the receiving financial institution has access to the Federal Reserve Communications System.)

(iii) Recipient's name and account number at the receiving financial institution to be credited with the funds.

(iv) If the receiving financial institution does not have access to the Federal Reserve Communications System, provide the name of the correspondent financial institution through which the receiving financial institution receives electronic funds transfer messages. If a correspondent financial institution is specified, also provide:

(A) Address and telegraphic abbreviation of the correspondent financial institution.

(B) The correspondent financial institution's 9- digit ABA identifying number for routing transfer of funds.

(c) Any changes to the information furnished under paragraph (b) of this clause shall be furnished to the paying office in writing at least 30 days before the effective date of the change. It is the contractor's responsibility to furnish these changes promptly to avoid payments to erroneous addresses or bank accounts.

(d) The document furnishing the information required in paragraphs (b) and (c) must be dated and contain the signature, title, and telephone number of

the Contractor official authorized to provide it, as well as the Contractor's name and contract number.

(e) If this contract is assigned, the Contractor shall ensure that the information required above is submitted by the assignee to the paying office designated in the contract.

G.5 INDIRECT COSTS (EPAAR 1552.242-70) (APR 1984) DEVIATION

(a) In accordance with paragraph (d) of the "Allowable Cost and Payment" clause, the final indirect cost rates applicable to this contract shall be established between the Contractor and the appropriate Government representative (EPA, other Government agency, or auditor), as provided by FAR 42.703-1(a). EPA's procedures require a Contracting Officer determination of indirect cost rates for its contracts. In those cases where EPA is the cognizant agency (see FAR 42.705-1), the final rate proposal shall be submitted to the cognizant audit activity and to the following:

Environmental Protection Agency
Chief, Cost and Rate Negotiation Service Center
Office of Acquisition Management (3802R)
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, D. C. 20460

The Contractor shall also follow the notification and cost impact procedures prescribed in paragraph (b) below.

Where EPA is not the cognizant agency, the final rate proposal shall be submitted to the above-cited address, to the cognizant audit agency, and to the designated Contracting Officer of the cognizant agency. Upon establishment of the final indirect cost rates, the Contractor shall submit an executed Certificate of Current Cost or Pricing Data (see FAR 15.406-2) applicable to the data furnished in connection with the final rates to the cognizant audit agency. The final rates shall be contained in a written understanding between the Contractor and the appropriate Government representative. Pursuant to the "Allowable Cost and Payment" clause, the allowable indirect costs under this contract shall be obtained by applying the final agreed upon rate(s) to the appropriate bases.

(b) Until final annual indirect cost rates are established for any period, the Government shall reimburse the Contractor at billing rates established by the appropriate Government representative in accordance with FAR 42.704, by means of a separate indirect cost rate agreement or a contract modification subject to adjustment when the final rates are established. The established billing rates are currently as follows:

Cost Center
Period
Rate
Base

These billing rates may be prospectively or retroactively revised by mutual agreement, at the request of either the Government or the Contractor, to prevent substantial overpayment or underpayment.

(1) For any retroactive indirect cost rate adjustments (i.e., indirect costs already billed), including final indirect cost rate adjustments, the Contractor shall provide to the Cost Policy and Rate Negotiation Section, with copies to the current EPA Contracting Officers of active contracts, a cost impact statement showing the effect of the indirect cost rate changes for each contract. This statement shall compare the cost billed to the cost the Contractor proposes to bill.

(2) For prospective indirect cost rate adjustments only, the Contractor shall notify the current EPA Contracting Officers of the new proposed rates when it proposes rates to the Cost Policy and Rate Negotiation Section.

(3) For either prospective or retroactive indirect cost rate adjustments, the Contractor shall provide the Cost Policy and Rate Negotiation Section with the names of the current EPA Contracting Officers for the affected contracts.

(c) Notwithstanding the provisions of paragraphs (a) and (b) above, ceilings are hereby established on indirect costs reimbursable under this contract. The Government shall not be obligated to pay the Contractor any additional amount on account of indirect costs in excess of the ceiling rates listed below:

Cost Center
Period
Rate
Base

The ceiling rates specified above are applicable from the effective date of the contract through the end of the period of performance including any option periods.

G.6 CONTRACT ADMINISTRATION REPRESENTATIVES (EP 52.242-100) (AUG 1984)

Project Officer(s) for this contract:

Project Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

Contract Specialist(s) responsible for administering this contract:

Administrative Contracting Officer:

TO BE IDENTIFIED AT TIME OF CONTRACT AWARD

G.7 SUBCONTRACT CONSENT (EP 52.244-100) (APR 1984)

The Contractor shall submit the information required by the "Subcontracts," clause to the Contracting Officer and assigned _____. The Contracting Officer will provide written notice to the Contractor of his decision.

Consent is given to issue the following subcontracts:

G.8 GOVERNMENT PROPERTY (EPAAR 1552.245-73) (OCT 2000)

(a) The contractor shall not fabricate or acquire, on behalf of the Government, either directly or indirectly through a subcontract, any item of property without written approval from the Contracting officer.

(b) In accordance with paragraph (a) above, the contractor is authorized to acquire and/or fabricate the equipment listed below for use in the performance of this contract. The equipment is subject to the provisions of the "Government Property" clause.

(c) The Government will provide the following item(s) of Government property to the contractor for use in the performance of this contract. This property shall be used and maintained by the contractor in accordance with the provisions of the "Government Property" clause.

(d) The "EPA Contract Property Administration Requirements" provided below apply to this contract.

**U.S. Environmental Protection Agency
Property Administration Requirements (PAR)**

1. PURPOSE. This document sets forth the requirements for Environmental Protection Agency (EPA) contractors in the performance of their Government property management responsibilities under contracts with EPA. These requirements supplement those contained in the Government property clause(s) in this contract, and part 45 of the Federal Acquisition Regulation (FAR).

2. DELEGATION OF CONTRACT PROPERTY ADMINISTRATION. EPA has delegated much of its contract property management oversight to the Defense Contract Management Command (DCMC). Shortly after award of a contract, the EPA contracting officer (CO) delegates the functions of property administration and plant clearance (disposal) for the contract to DCMC. Upon acceptance of that delegation, DCMC will provide notification to the contractor, identifying the assigned property administrator (PA) and plant clearance officer (PLCO). If the contract is not delegated to DCMC for administration, any reference to PA and PLCO throughout this document shall be construed to mean CO. The DCMC PA is available to the contractor for assistance in all matters of property administration. Notwithstanding the delegation, as necessary, the contractor may contact their EPA CO. In the event of disagreement between the contractor and the DCMC PA, the contractor should seek resolution from the CO. Unless otherwise directed in the contract, or this document, all originals of written information or reports, except direct correspondence between the contractor and the DCMC PA, relative to Government property, should be forwarded to the administrative CO assigned to this contract.

3. REQUESTS FOR GOVERNMENT PROPERTY.

a. In accordance with FAR 45.102, the contractor shall furnish all property required for performing Government contracts. If a contractor believes that Government facilities are required for performance of the contract, the contractor shall submit a written request to the CO. At a minimum, the request shall contain the following elements:

1. Contract number for which the facilities are required.
2. An item(s) description, quantity and estimated cost.
3. Certification that no like contractor facilities exist which could be utilized.
4. A detailed description of the task-related purpose of the facilities.
5. Explanation of negative impact if facilities are not provided by the Government.
6. If applicable, recommend the exception under FAR 45.302-1(a) or any applicable EPA class deviation (available upon request), and provide any other information which would support the furnishing of facilities, including contractor-acquired property (CAP).
7. Except when the request is for material, a lease versus purchase analysis shall be furnished with the request to acquire property on behalf of the Government.

The contractor may not proceed with acquisition of facilities on behalf of the Government until receipt of written authorization from the EPA CO.

4. TRANSFER OF GOVERNMENT PROPERTY. When the contractor receives Government-furnished property (GFP), the contractor should receive, from the transferor, (either EPA or another contractor) all of the applicable data elements (Attachment 1 of this clause) needed to maintain the required records. If this information is not provided at the time of receipt of the property, the contractor shall request it from the EPA CO. The CO will attempt to obtain the data from the previous property holder, or, if data does not exist, will assist the current property holder in estimating the elements. Prior to signing an acceptance document for the property, the receiving contractor should perform a complete inventory of the property. Responsibility, as well as accountability, passes with the signed acceptance.

When, at the written direction of the EPA CO, the contractor transfers GFP to another contractor, or another Agency, the contractor shall provide the applicable data elements (Attachment 1 of this clause). Upon return of the property to EPA, the same data must be provided by the contractor to the EPA CO.

5. RECORDS OF GOVERNMENT PROPERTY.

a. In accordance with FAR 45.505 and 45.505-1, the contractor shall establish and maintain adequate property records for all Government property,

regardless of value, including property provided to and in the possession of a subcontractor. Material (supplies) provided by the Government or acquired by the contractor and billed as a direct charge to the Government is Government property and records must be established as such.

b. The contractor shall establish and maintain the official Government property record. (If the contract contains the FAR Clause 52.245-1, the Government will maintain the official Government property records.) Such records shall contain the applicable data elements (Attachment 1 of this clause) **for all items of Government property regardless of cost.**

c. The Contractor shall identify all Superfund property and designate it as such both on the item and on the official Government property record. If it is not practicable to tag the item, the contractor shall write the ID number on a tag, card or other entity that may be kept with the item or in a file.

d. Support documentation used for posting entries to the property record shall provide complete, current and auditable data. Entries shall be posted to the record in a timely manner following an action.

e. For Government vehicles, in addition to the data elements required by EPA, the contractor shall also comply with the General Services Administration (GSA) and Department of Energy (DOE) record and report requirements supplied with all EPA provided motor vehicles. If the above requirements were not provided with the vehicle, the contractor shall notify the EPA CO.

f. When Government property is disclosed to be in the possession or control of the contractor but not provided under any contract, the contractor shall record and report the property in accordance with FAR 45.502(f) and (h).

6. INVENTORIES OF GOVERNMENT PROPERTY. The contractor shall conduct a complete physical inventory of EPA property at least once per year, unless otherwise directed by the PA. Reconciliation shall be completed within 30 calendar days of inventory completion. The contractor shall report the results of the inventory, including any discrepancies, to the DCMC PA upon completion of the reconciliation. The contractor's records shall indicate the completion date of the inventory.

See section 9 herein, Contract Closeout, for information on final inventories.

7. REPORTS OF GOVERNMENT PROPERTY. In accordance with FAR 45.505-14, EPA requires an annual summary report, for each contract, by contract number, of Government property in the contractor's possession as of September 30 each year.

a. For each classification listed in FAR 45.505-14(a), except material, the contractor shall provide the total acquisition cost and total quantity. If there are zero items in a classification, or if there is an ending balance of zero, the classification must be listed with zeros in the quantity and acquisition cost columns.

b. For material, the contractor shall provide the total acquisition cost only.

c. Property classified as facilities, special tooling, special test equipment, and agency peculiar must be reported on two separate lines. The first line shall include the total acquisition cost and quantity of all items or systems with a unit acquisition cost of \$25,000 or more. The second line shall include the total acquisition cost and quantity of all items with a unit acquisition cost of less than \$25,000.

d. For items comprising a system, which is defined as ``a group of interacting items functioning as a complex whole,'' the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the annual report of Government property the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

e. The reports are to be **received** at EPA and DCMC no later than October 31 of each year.

f. Distribution shall be as follows:

Original to: EPA CO

1 copy: DCMC PA

g. EPA Contractors are required to comply with GSA's and DOE's special reporting requirements for motor vehicles. A statement of these requirements will be provided by the EPA Facility Management and Services Division (FMSD) concurrent with receipt of each vehicle.

h. The contractor shall provide detailed reports on an as-needed basis, as may be requested by the CO or the PA.

8. DISPOSITION OF GOVERNMENT PROPERTY. The disposition process is composed of three distinct phases: identification of excess property, reporting of excess property, and final disposition.

a. Identification of Excess Property. The disposition process begins with the contractor identifying Government property that is excess to its contract. **Effective contractor property control systems provide for disclosing excesses as they occur.** Once inactive Government property has been determined to be excess to the contract to which it is accountable, it must be screened against the contractor's other EPA contracts for further use. If the property may be reutilized, the contractor shall notify the CO in writing. Government property will be transferred to other contracts only when the COs on both the current contract and the receiving contract authorize such a transfer in writing.

b. Reporting Excess Government Property. Excess Government property shall be reported in accordance with FAR Subpart 45.6. Inventory schedules A-E (SF Forms 1426-1434) provide the format for reporting of excess Government property. Instructions for completing the forms are located at FAR 45.606-5 and samples may be found in FAR 53.301-1426 thru 1434. Inventory schedules shall be forwarded to the DCMC PLCO with a copy to the EPA CO. The cover letter, which accompanies the inventory schedules, must include the EPA CO's

name, address and telephone number. Inventory schedules must also contain a notification if the property is Superfund property. If the property is Superfund property, the contractor must also prominently include the following language on the inventory schedule: **"Note to PLCO: Reimbursement to the EPA Superfund is required."** When requested, by the PLCO or the CO, the contractor will provide the fair market value for those items requested.

c. Disposition Instructions.

1. If directed in writing by the EPA CO, the contractor will retain all or part of the excess Government property under the current contract for possible future requirements. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be retained.

2. If directed in writing by the EPA CO, the contractor shall transfer the property to another EPA contractor. The contractor will transfer the property by shipping it in accordance with the instructions provided by the CO. The contractor shall request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred. Further, the contractor shall notify the CO when the transfer is complete.

3. If directed in writing by the EPA CO, the contractor shall transfer the property to EPA. The contractor shall ship/deliver the property in accordance with the instructions provided by the CO. The contractor will request, from the PLCO, withdrawal from the inventory schedule of those items to be transferred to EPA. Further, the contractor shall notify the CO when the transfer is complete.

4. The contractor will ship the property elsewhere if directed, in writing, by the PLCO.

5. The PLCO will either conduct the sale or instruct the contractor to conduct a sale of surplus property. The contractor will allow prospective bidders access to property offered for sale.

6. Property abandoned by the PLCO on the contractor's site must be disposed of in a manner that does not endanger the health and safety of the public.

7. To effect transfer of accountability, the contractor shall provide the recipient of the property with the applicable data elements set forth in Attachment 1 of this clause. The contractor shall also obtain either a signed receipt from the recipient, or proof of shipment. The contractor shall update the official Government property record to indicate the disposition of the item and to close the record.

9. CONTRACT CLOSEOUT. The contractor shall complete a physical inventory of all Government property at contract completion and the results, including any discrepancies, shall be reported to the DCMC PA. In the case of a terminated contract, the contractor shall comply with the inventory requirements set forth in the applicable termination clause. The results of the inventory, as well as a detailed inventory listing, must be forwarded to the CO. For terminated contracts, the contractor will conduct and report the inventory results as directed by the CO.

However, in order to expedite the disposal process, contractors may be required to, or may elect to submit to the CO, an inventory schedule for disposal purposes up to six (6) months prior to contract completion. If such an inventory schedule is prepared, the contractor must indicate the earliest date that each item may be disposed.

The contractor shall update all property records to show disposal action. The contractor shall notify the DCMC PA, in writing, when all work has been completed under the contract and all Government property accountable to the contract has been disposed.

Attachment 1

REQUIRED DATA ELEMENTS. Where applicable (all elements are not applicable to material) the contractor is required to maintain, at a minimum, the information related to the following data elements for EPA Government property:

- Contractor Identification/Tag Number;
- Description;
- Manufacturer;
- Model;
- Serial Number;
- Acquisition Date;
- Date received;
- Acquisition Cost*;
- Acquisition Document Number;
- Location;
- Contract Number;
- Account Number (if supplied);
- Superfund (Yes/No);
- Inventory Performance Date;
- Disposition Date.

* Acquisition cost shall include the price of the item plus all taxes, transportation and installation charges allocable to that item.

NOTE: For items comprising a system which is defined as, "a group of interacting items functioning as a complex whole," the contractor may maintain the record as a system noting all components of the system under the main component or maintain individual records for each item. However, for the Annual Report of Government Property, the components must be reported as a **system** with one total dollar amount for the system, if that system total is \$25,000 or more.

G.9 TRAVEL

(a) Any contractor travel which may be directly charged to the contract must be authorized in advance by the Project Officer. This approval shall be separate from the process associated with the approval of work plans. (See paragraph F below).

(b) Travel shall be authorized under this contract only when the travel is required to provide a direct service (including management oversight) or specific product to the Government that is identified in the contract's Statement Of Work (and/or any applicable work assignment). The contractor shall identify the need for travel in any work plans submitted and shall clearly identify in an accompanying narrative the relationship of the travel to the direct service required by the Government. Unless/until the Project Officer specifically approves the travel proposed under a work assignment (apart from approval of the remainder of the work assignment- see paragraph (e) below), the contractor shall not perform travel. Travel and associated costs for such travel (lodging, per diem, and incidental expenses) shall be allowable only in accordance with the limitations of FAR 31.205-43 and FAR 31.205-46.

(c) Travel expenses for Federal employees shall not be an allowable cost under this contract. Travel approval shall not be rendered for any personnel (including for example State or local government officials, academicians, etc.) except for employees of the contractor, or an authorized subcontractor or consultant, who are performing a bona fide function to accomplish the Statement of Work.

(d) The advance approval of travel covered in this clause does not apply to local transportation. Local transportation, for this contract, is defined as travel within 100 miles from the contractor personnel's assigned work location for performance of the contract that does not involve an overnight stay.

(e) To obtain the approval for travel, the contractor shall submit a separate written request to the Project Officer for each instance of travel for the contractor (including subcontractors/consultants) that is contemplated as a direct charge under the contract. The request shall include (at a minimum) the following information:

1. Individual(s) traveling. Identify position and affiliation as a contractor/subcontractor employee or authorized consultant.
2. Description of circumstances necessitating the travel. Identify the work assignment(s) that will benefit from the travel and detail the correlation of the travel to the requirements of the Statement Of Work.
3. Identify the estimated cost and include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.

(f) Approval of work plans that include travel as an other direct cost element shall not be construed to mean the travel is approved; i.e., separate approval shall be obtained from the Project Officer.

(g) While on travel, Contractor personnel shall clearly identify corporate affiliation at the start of any meeting. While attending EPA-sponsored

meetings, conferences, symposia, etc. or while on a Government site, Contractor personnel shall wear a badge which identifies the individual as a contractor employee. Contractor personnel are strictly prohibited from acting as a Federal employee at meetings, conferences, symposia, etc.

G.10 TRAINING

1. The contractor shall provide and maintain a qualified staff of personnel to meet the requirements of the Statement Of Work. The contractor shall provide training to keep its personnel abreast of changes to the science and/or technology associated with the requirements of the contract. In addition, the contractor shall ensure that its personnel receive appropriate safety, health and environmental training in accordance with Federal, state and local requirements prior to assigning any task that require such training. The contractor shall provide documentation of such training upon the request of the Project Officer and/or Contracting Officer.

The Government will not directly reimburse the cost for contractor employees to meet or maintain minimal contract requirements or to obtain and sustain an appropriate level of professionalism. Any direct charges for training will only be considered for reimbursement under this contract by compliance with the procedures set forth in paragraph (2) below.

2. There may be occasions when it is determined to be in the best interest of the Government to reimburse the contractor for the direct cost of training associated with a requirement that represents a unique Government need unrecognized at the time of contract award. When such circumstances occur, the contractor shall secure the Contracting Officer's prior written approval by submitting a written request through the Project Officer that includes, at a minimum the following information:

a. Individual to be trained (Identify position and job duties under contract.)

b. Description of circumstances necessitating the training. (Describe the specific change to the performance requirements. Identify by number and title of the work assignment(s) that will benefit from training and describe in detail how the training relates to the Statement Of Work and job duties under the contract.)

c. Estimated cost (Include a cost breakdown. Explain why this is the most cost effective means to fulfill the contract requirements.)

3. The Contracting Officer will provide the contractor with written approval or disapproval of the request. Approval of work plans that include training as an other direct cost element shall not be construed to mean the training is approved; i.e., the contractor shall obtain written approval pursuant to the terms of this clause. Training billed as a direct cost shall be disallowed by the Contracting Officer unless approved pursuant to the terms of this clause.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 DISPLAY OF EPA OFFICE OF INSPECTOR GENERAL HOTLINE POSTER (EPAAR 1552.203-71) (OCT 2000)

(a) For EPA contracts valued at \$1,000,000 or more including all contract options, the contractor shall prominently display EPA Office of Inspector General Hotline posters in contractor facilities where the work is performed under the contract.

(b) Office of Inspector General hotline posters may be obtained from the EPA Office of Inspector General, ATTN: OIG Hotline (2443), 1200 Pennsylvania Avenue, NW, Washington, DC 20460, or by calling (202) 260-5113.

(c) The Contractor need not comply with paragraph (a) of this clause if it has established a mechanism, such as a hotline, by which employees may report suspected instances of improper conduct, and provided instructions that encourage employees to make such reports.

H.2 PRINTING (EPAAR 1552.208-70) (OCT 2000)

(a) Definitions.

"Printing" is the process of composition, plate making, presswork, binding and microform; or the end items produced by such processes and equipment. Printing services include newsletter production and periodicals which are prohibited under EPA contracts.

"Composition" applies to the setting of type by hot-metal casting, photo typesetting, or electronic character generating devices for the purpose of producing camera copy, negatives, a plate or image to be used in the production of printing or microform.

"Camera copy" (or "camera-ready copy") is a final document suitable for printing/duplication.

"Desktop Publishing" is a method of composition using computers with the final output or generation of camera copy done by a color inkjet or color laser printer. This is not considered "printing." However, if the output from desktop publishing is being sent to a typesetting device (i.e., Linotronic) with camera copy being produced in either paper or negative format, these services are considered "printing".

"Microform" is any product produced in a miniaturized image format, for mass or general distribution and as a substitute for conventionally printed material. Microform services are classified as printing services and includes microfiche and microfilm. The contractor may make up to two sets of microform files for archival purposes at the end of the contract period of performance.

"Duplication" means the making of copies on photocopy machines employing electrostatic, thermal, or other processes without using an intermediary such as a negative or plate.

"Requirement" means an individual photocopying task. (There may be multiple requirements under a Work Assignment or Delivery Order. Each requirement would be subject to the photocopying limitation of 5,000 copies of one page or 25,000 copies of multiple pages in the aggregate per requirement).

(b) *Prohibition.*

The contractor shall not engage in, nor subcontract for, any printing in connection with the performance of work under this contract. Duplication of more than 5,000 copies of one page or more than 25,000 copies of multiple pages in the aggregate per requirement constitutes printing. The intent of the limitation is not to allow the duplication of final documents for use by the Agency. In compliance with EPA Order 2200.4a, EPA Publication Review Procedure, the Office of Communications, Education, and Media Relations is responsible for the review of materials generated under a contract published or issued by the Agency under a contract intended for release to the public.

(c) *Affirmative Requirements.*

(1) Unless otherwise directed by the contracting officer, the contractor shall use double-sided copying to produce any progress report, draft report or final report.

(2) Unless otherwise directed by the contracting officer, the contractor shall use recycled paper for reports delivered to the Agency which meet the minimum content standards for paper and paper products as set forth in EPA's Web site for the Comprehensive Procurement Guidelines at: <http://www.epa.gov/cpg/>.

(d) *Permitted Contractor Activities.*

(1) The prohibitions contained in paragraph (b) do not preclude writing, editing, or preparing manuscript copy, or preparing related illustrative material to a final document (camera-ready copy) using desktop publishing.

(2) The contractor may perform a requirement involving the duplication of less than 5,000 copies of only one page, or less than 25,000 copies of multiple pages in the aggregate, using one color (black), so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress. The intent of the limitation is to allow ``incidental'' duplication (drafts, proofs) under a contract. The intent of the limitation is not to allow the duplication of copies of final documents for use by the Agency or as distributed as instructed by the Agency.

(3) The contractor may perform a requirement involving the multi-color duplication of no more than 100 pages in the aggregate using color copier technology, so long as such pages do not exceed the maximum image size of 10\3/4\ by 14\1/4\ inches, or 11 by 17 paper stock. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(4) The contractor may perform the duplication of no more than a total of 100 diskettes or CD-ROM's. Duplication services below these thresholds are not considered printing. If performance of the contract will require duplication in excess of these limits, contractors must immediately notify the

contracting officer in writing. EPA may then seek a waiver from the Joint Committee on Printing, U. S. Congress.

(e) *Violations.*

The contractor may not engage in, nor subcontract for, any printing in connection with the performance of work under the contract. The cost of any printing services in violation of this clause will be disallowed, or not accepted by the Government.

(f) *Flowdown Provision.*

The contractor shall include in each subcontract which may involve a requirement for any printing/duplicating/copying a provision substantially the same as this clause.

**H.3 ORGANIZATIONAL CONFLICTS OF INTEREST (EPAAR 1552.209-71) (MAY 1994)
ALTERNATE I (MAY 1994)**

(a) The Contractor warrants that, to the best of the Contractor's knowledge and belief, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

(b) Prior to commencement of any work, the Contractor agrees to notify the Contracting Officer immediately that, to the best of its knowledge and belief, no actual or potential conflict of interest exists or to identify to the Contracting Officer any actual or potential conflict of interest the firm may have. In emergency situations, however, work may begin but notification shall be made within five (5) working days.

(c) The Contractor agrees that if an actual or potential organizational conflict of interest is identified during performance, the Contractor will immediately make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Contracting Officer, to avoid, mitigate, or neutralize the actual or potential conflict of interest. The Contractor shall continue performance until notified by the Contracting Officer of any contrary action to be taken.

(d) Remedies - The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid an organizational conflict of interest. If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose it or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default, debar the Contractor from Government contracting, or pursue such other remedies as may be permitted by law or this contract.

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.4 NOTIFICATION OF CONFLICTS OF INTEREST REGARDING PERSONNEL (EPAAR 1552.209-73) (MAY 1994)

(a) In addition to the requirements of the contract clause entitled "Organizational Conflicts of Interest," the following provisions with regard to employee personnel performing under this contract shall apply until the earlier of the following two dates: the termination date of the affected employee(s) or the expiration date of the contract.

(b) The Contractor agrees to notify immediately the EPA Project Officer and the Contracting Officer of (1) any actual or potential personal conflict of interest with regard to any of its employees working on or having access to information regarding this contract, or (2) any such conflicts concerning subcontractor employees or consultants working on or having access to information regarding this contract, when such conflicts have been reported to the Contractor. A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work.

(c) The Contractor agrees to notify each Project Officer and Contracting Officer prior to incurring costs for that employee's work when an employee may have a personal conflict of interest. In the event that the personal conflict of interest does not become known until after performance on the contract begins, the Contractor shall immediately notify the Contracting Officer of the personal conflict of interest. The Contractor shall continue performance of this contract until notified by the Contracting Officer of the appropriate action to be taken.

(d) The Contractor agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (d), unless otherwise authorized by the Contracting Officer.

H.5 LIMITATION OF FUTURE CONTRACTING (HEADQUARTERS SUPPORT) (EPAAR 1552.209-74) (MAR 1997) ALTERNATE V (MAY 1994)

(a) The parties to this contract agree that the Contractor will be restricted in its future contracting in the manner described below. Except as specifically provided in this clause, the Contractor shall be free to compete for contracts on an equal basis with other companies.

(b) If the Contractor, under the terms of this contract, or through the performance of work pursuant to this contract, is required to develop specifications or statements of work and such specifications or statements of work are incorporated into an EPA solicitation, the Contractor shall be ineligible to perform the work described in that solicitation as a prime Contractor or subcontractor under an ensuing EPA contract.

(c) The Contractor, during the life of this contract, will be ineligible to enter into a contract with EPA to perform response action work (e.g., Alternative Remedial Contracting Strategy (ARCS), Time Critical Rapid Response

(TCRR), Technical Assistance Team (TAT), and Technical Enforcement Support (TES) contracts), unless otherwise authorized by the Contracting Officer.

(d) The Contractor agrees in advance that if any bids/proposals are submitted for any work that would require written approval of the Contracting Officer prior to entering into a contract subject to the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk. Therefore, no claim shall be made against the Government to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

(e) To the extent that the work under this contract requires access to proprietary or confidential business or financial data of other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure.

(f) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for nondiscretionary technical or engineering services, including treatability studies, well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph (f), unless otherwise authorized by the Contracting Officer. The Contractor may request in writing that the Contracting Officer exempt from this clause a particular subcontract or consultant agreement for nondiscretionary technical or engineering services not specifically listed above, including laboratory analysis. The Contracting Officer will review and evaluate each request on a case-by-case basis before approving or disapproving the request.

(g) If the Contractor seeks an expedited decision regarding its initial future contracting request, the Contractor may submit its request to both the Contracting Officer and the next administrative level within the Contracting Officer's organization.

(h) A review process available to the Contractor when an adverse determination is received shall consist of a request for reconsideration to the Contracting Officer or a request for review submitted to the next administrative level within the Contracting Officer's organization. An adverse determination resulting from a request for reconsideration by the Contracting Officer will not preclude the Contractor from requesting a review by the next administrative level. Either a request for review or a request for reconsideration must be submitted to the appropriate level within 30 calendar days after receipt of the initial adverse determination.

H.6 ADDITIONAL -- LIMITATION OF FUTURE CONTRACTING

If the awardee of this contract enters into a subcontractor agreement with the small business contractor or subcontractor performing work on EPA's Hazard Ranking System Documentation Record Preparation, Training & Conference Support small business set-aside contract, the awardee of this contract will be restricted from performing subcontracting work under Task 1 (HRS Documentation Record Preparation) of this contract. The awardee of this contract could not perform an independent quality assurance (QA) review of a HRS documentation record package that it has prepared without potential conflict of interest that cannot be avoided, neutralized or mitigated.

H.7 CONTRACTOR PERFORMANCE EVALUATIONS (EPAAR 1552.209-76) (MAY 1999)

The contracting officer shall complete a Contractor Performance Report (Report) within ninety (90) business days after the end of each 12 months of contract performance (interim Report) or after the last 12 months (or less) of contract performance (final Report) in accordance with EPAAR 1509.170-5. The contractor shall be evaluated based on the following ratings and performance categories:

Ratings: 0 = unsatisfactory,
 1 = poor,
 2 = fair,
 3 = good,
 4 = excellent,
 5 = outstanding.

Performance Categories:

Quality: Compliance with contract requirements; accuracy of reports; effectiveness of personnel; and technical excellence.

Rating

- 0--Contractor is not in compliance and is jeopardizing achievement of contract objectives
- 1--Major problems have been encountered
- 2--Some problems have been encountered
- 3--Minor inefficiencies/errors have been identified
- 4--Contractor is in compliance with contract requirements and/or delivers quality products/services
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Cost Control: Record of forecasting and controlling target costs; current, accurate and complete billings; relationship of negotiated costs to actuals; cost efficiencies.

Rating

- 0--Contractor is unable to manage costs effectively
- 1--Contractor is having major difficulty managing costs effectively
- 2--Contractor is having some problems managing costs effectively
- 3--Contractor is usually effective in managing costs
- 4--Contractor is effective in managing costs and submits current, accurate, and complete billings
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Timeliness of Performance: Met interim milestones; reliability; responsive to technical direction; completed on time, including wrap-up and contract administration; met delivery schedules; no liquidated damages assessed.

Rating

- 0--Contractor delays are jeopardizing performance of contract objectives
- 1--Contractor is having major difficulty meeting milestones and delivery schedule
- 2--Contractor is having some problems meeting milestones and delivery schedule
- 3--Contractor is usually effective in meeting milestones and delivery schedule
- 4--Contractor is effective in meeting milestones and delivery schedule
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

Business Relations: Effective management, including subcontracts; reasonable/cooperative behavior; responsive to contract requirements; notification of problems; flexibility; pro-active versus reactive; effective small/small disadvantage business subcontracting program.

Rating

- 0--Response to inquiries, technical/service/administrative issues is not effective
- 1--Response to inquiries, technical/service/administrative issues is marginally effective
- 2--Response to inquiries, technical/service/administrative issues is somewhat effective
- 3--Response to inquiries, technical/service/administrative issues is usually effective
- 4--Response to inquiries, technical/service/administrative issues is effective
- 5--The contractor has demonstrated an outstanding performance level that justifies adding a point to the score. It is expected that this rating will be used in those circumstances when contractor performance clearly exceeds the performance level described as "Excellent."

(a) The contracting officer shall initiate the process for completing interim Reports within five (5) business days after the end of each 12 months of contract performance by requesting the project officer to evaluate contractor performance for the interim Report. In addition, the contracting officer shall initiate the process for completing final Reports within five (5) business days after the last 12 months (or less) of contract performance by requesting the project officer to evaluate contractor performance for the final Report. The final Report shall cover the last 12 months (or less) of contract performance. Within thirty (30) business days after the project officer receives a request from the contracting officer to complete an evaluation, the project officer shall:

- (1) Complete a description of the contract requirements;
- (2) Evaluate contractor performance and assign a rating for quality, cost control, and timeliness of performance categories (including a narrative for each rating);
- (3) Provide any information regarding subcontracts, key personnel, and customer satisfaction;
- (4) Assign a recommended rating for the business relations performance category (including a narrative for the rating); and
- (5) Provide additional information appropriate for the evaluation or future evaluations.

(b) The contracting officer shall:

- (1) Ensure the accuracy of the project officer's evaluation by verifying that the information in the contract file corresponds with the designated project officer's ratings;
- (2) Assign a rating for the business relations performance category (including a narrative for the rating);
- (3) Concur with or revise the project officer's ratings after consultation with the project officer;
- (4) Provide any additional information concerning the quality, cost control, and timeliness of performance categories if deemed appropriate for the evaluation or future evaluations (if any), and provide any information regarding subcontracts, key personnel, and customer satisfaction; and
- (5) Forward the Report to the contractor within ten (10) business days after the contracting officer receives the project officer's evaluation.

(c) The contractor shall be granted thirty (30) business days from the date of the contractor's receipt of the Report to review and provide a response to the contracting officer regarding the contents of the Report. The contractor shall:

- (1) Review the Report;
- (2) Provide a response (if any) to the contracting officer on company letter head or electronically;
- (3) Complete contractor representation information; and
- (4) Forward the Report to the contracting officer within the designated thirty (30) business days.

(d) The contractor's response to the Report may include written comments, rebuttals (disagreements), or additional information. If the contractor does not respond to the Report within the designated thirty (30) business days, the specified ratings in the Report are deemed appropriate for the evaluation

period. In this instance, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after expiration of the specified 30 business days.

(e) If the contractor submits comments, rebuttals (disagreements), or additional information to the contracting officer which contests the ratings, the contracting officer, in consultation with the project officer, shall initially try to resolve the disagreement(s) with the contractor.

(f) If the disagreement(s) is (are) not resolved between the contractor and the contracting officer, the contracting officer shall provide a written recommendation to one level above the contracting officer for resolution as promptly as possible, but no later than five (5) business days after the contracting officer is made aware that the disagreement(s) has (have) not been resolved with the contractor. The individual who is one level above the contracting officer shall:

(1) Review the contracting officer's written recommendation; and

(2) Provide a written determination to the contracting officer for summary ratings (ultimate conclusion for ratings pertaining to the performance period being evaluated) within five (5) business days after the individual one level above the contracting officer receives the contracting officer's written recommendation.

(g) If the disagreement is resolved, the contracting officer shall complete the Agency review and sign the Report within three (3) business days after consultation.

(h) The contracting officer shall complete the Agency review and sign the Report within three (3) business days after the contracting officer receives a written determination for summary ratings from one level above the contracting officer.

(i) An interim or final Report is considered completed after the contracting officer signs the Report. The contracting officer must provide a copy of completed Reports (interim and final) to the contractor within two (2) business days after completion.

H.8 REVISIONS TO ORGANIZATIONAL CONFLICT OF INTEREST PLANS

If the Contractor's Organizational Conflict of Interest Plan is revised during contract performance, the revisions shall be reported to the Contracting Officer within 45 calendar days of the revision effective date.

H.9 OPTION TO EXTEND THE TERM OF THE CONTRACT--COST-TYPE CONTRACT (EPAAR 1552.217-71) (APR 1984) DEVIATION

The Government has the option to extend the term of this contract for 3 additional period(s). If more than 60 days remain in the contract period of performance, the Government, without prior written notification, may exercise this option by issuing a contract modification. To exercise this option within the last 60 days of the period of performance, the Government must provide to the Contractor written notification prior to that last 60-day

period. This preliminary notification does not commit the Government to exercising the option. Use of an option will result in the following contract modifications:

(a) The "Period of Performance" clause will be amended as follows to cover the Base and Option Periods:

Period	Start Date	End Date
-----	-----	-----
Option Period I	03/06/05	03/05/06
Option Period II	03/06/06	03/05/07
Option Period III	03/06/07	03/05/08

(b) Paragraph (a) of the "Level of Effort" clause will be amended to reflect a new and separate level of effort of:

Period	Level of Effort (Direct Labor Hours)
-----	-----
Option Period I	27,150
Option Period II	27,150
Option Period III	27,150

(c) The "Estimated Cost and Fixed Fee" clause will be amended to reflect increased estimated costs and fixed fees for each option period as follows:

Option Period	Estimated Cost	Fixed Fee	Total
-----	-----	-----	-----
Option Period I	-----	-----	-----
Option Period II	-----	-----	-----
Option Period III	-----	-----	-----

H.10 OPTION FOR INCREASED QUANTITY--COST-TYPE CONTRACT (EPAAR 1552.217-73) (JUN 1997)

(a) By issuing a contract modification, the Government may increase the estimated level of effort by:

Base Period	33,300
Option Period I	16,650
Option Period II	16,650
Option Period III	16,650

(b) For the Base Period, the Government may issue a maximum of 60 orders to increase the level of effort in multiples of 555. For each option period, the Government may issue a maximum of 30 orders to increase the level of effort in multiples of 555 hours.

(c) The estimated cost and fixed fee of each multiple of hours is as follows:

Period	Estimated Cost	Fixed Fee	Total
Base Period	_____	_____	_____
Option Period I	_____	_____	_____
Option Period II	_____	_____	_____
Option Period III	_____	_____	_____

H.11 SMALL DISADVANTAGED BUSINESS TARGETS (EPAAR 1552.219-73) (OCT 2000)

(a) In accordance with FAR 19.1202-4(a) and EPAAR 52.219-72, the following small disadvantaged business (SDB) participation targets proposed by the contractor are hereby incorporated into and made part of the contract:

Contractor Targets	NAICS Industry Subsector(s)	Dollars	Percentage of Total Contract Value
Total Prime Contractor Targets (Including joint venture partners and team members			
Total Subcontractor Targets			

(b) The following specifically identified SDB(s) was (were) considered under the Section M-SDB participation evaluation factor or subfactor (continue on separate sheet if more space is needed):

- (1) _____
- (2) _____
- (3) _____
- (4) _____
- (5) _____

The contractor shall promptly notify the contracting officer of any substitution of firms if the new firms are not SDB concerns.

(c) In accordance with FAR 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting, the contractor shall report on the participation of SDB concerns in the performance of the contract no less than thirty (30) calendar days prior to each annual contractor performance evaluation [contracting officer may insert the dates for each performance evaluation (i.e., every 12 months after the effective date of contract)] or as otherwise directed by the contracting officer.

H.12 UTILIZATION OF RURAL AREA SMALL BUSINESS CONCERNS (EP 52.219-110) (APR 1990)

(a) (1) "Rural area small business concern," as used in this clause, means a small business concern that is located and conducts its principal operations in a rural geographic area (county or parish) listed in the Small Business Administration's Listing of Non-Metropolitan Rural Counties by State.

(2) "Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on government contracts, and qualified as a small business under the criteria and size standard in 13 CFR 121.

(b) It is the policy of the Environmental Protection Agency (EPA) that rural area small business concerns shall have the maximum practicable opportunity to participate in performing contracts awarded by EPA.

(c) The contractor shall use its best efforts to give rural area small business concerns the opportunity to participate in the subcontracts it awards to the fullest extent consistent with efficient performance of this contract.

(d) The contractor shall incorporate the substance of this clause in any subcontract that may provide for additional subcontracting opportunities.

H.13 UTILIZATION OF HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (EP 52.219-115) (JUL 1991)

(a) It is the Policy of the Environmental Protection Agency that historically black colleges and universities shall have the maximum practicable opportunity to participate in performing contracts awarded by the Agency.

(b) The Contractor shall use its best efforts to give historically black colleges and universities the opportunity to participate in any subcontracts awarded to the fullest extent consistent with efficient performance of this contract.

(c) The contractor shall incorporate the substance of this clause in any subcontract which may provide for additional subcontracting opportunities.

H.14 PROJECT EMPLOYEE CONFIDENTIALITY AGREEMENT (EPAAR 1552.227-76) (MAY 1994)

(a) The Contractor recognizes that Contractor employees in performing this contract may have access to data, either provided by the Government or first generated during contract performance, of a sensitive nature which should not be released to the public without Environmental Protection Agency (EPA) approval. Therefore, the Contractor agrees to obtain confidentiality agreements from all of its employees working on requirements under this contract.

(b) Such agreements shall contain provisions which stipulate that each employee agrees that the employee will not disclose, either in whole or in

part, to any entity external to EPA, the Department of Justice, or the Contractor, any information or data (as defined in FAR Section 27.401) provided by the Government or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the EPA Contracting Officer. If a contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the EPA so that the EPA can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) The EPA may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to prevent the unauthorized disclosure of information to outside entities. If such a disclosure occurs without the written permission of the EPA Contracting Officer, the Government may terminate the contract, for default or convenience, or pursue other remedies as may be permitted by law or this contract.

(d) The Contractor further agrees to insert in any subcontract or consultant agreement placed hereunder, except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services, provisions which shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the Contracting Officer.

H.15 INSURANCE LIABILITY TO THIRD PERSONS (EPAAR 1552.228-70) (OCT 2000)

(a) (1) Except as provided in subparagraph (2) below, the Contractor shall provide and maintain workers' compensation, employer's liability, comprehensive general liability (bodily injury), and comprehensive automobile liability (bodily injury and property damage) insurance, and such other insurance as the Contracting officer may require under this contract.

(2) The Contractor may, with the approval of the Contracting officer, maintain a self-insurance program; provided that, with respect to workers' compensation, the Contractor is qualified pursuant to statutory authority.

(3) All insurance required by this paragraph shall be in a form and amount and for those periods as the Contracting officer may require or approve and with insurers approved by the Contracting officer.

(b) The Contractor agrees to submit for the Contracting officer's approval, to the extent and in the manner required by the Contracting officer, any other insurance that is maintained by the Contractor in connection with the performance of this contract and for which the Contractor seeks reimbursement.

(c) The Contractor shall be reimbursed for that portion of the reasonable cost of insurance allocable to this contract, and required or approved under this clause, in accordance with its established cost accounting practices.

H.16 INSURANCE COVERAGE (EP 52.228-100) (JUL 1993)

As provided in paragraph (a) (1) of EPAAR 1552.228-70, "Insurance Liability to Third Persons", the Contractor shall maintain the minimum amounts of

liability insurance coverage set forth in FAR 28.307-2, unless otherwise required by the Contracting Officer.

H.17 STATE AND LOCAL TAXES (EPAAR 1552.229-70) (NOV 1989)

In accordance with FAR 29.303 and FAR 31.205-41, the Contractor or any subcontractor under this contract shall not be reimbursed for payment of any State and local taxes for which an exemption is available. The Contractor is responsible for determining the availability of State and local tax exemptions and obtaining such exemptions, if available. The Contractor shall include this clause, suitably modified to identify the parties, in all subcontracts at any tier. The Contractor shall notify the Contracting Officer if problems arise in obtaining a State and local tax exemption. The contractor may seek a waiver by the Contracting Officer from this requirement if the administrative burden of seeking an exemption appears to outweigh the potential savings to the Government.

H.18 SCREENING BUSINESS INFORMATION FOR CLAIMS OF CONFIDENTIALITY (EPAAR 1552.235-70) (APR 1984)

(a) Whenever collecting information under this contract, the Contractor agrees to comply with the following requirements:

(1) If the Contractor collects information from public sources, such as books, reports, journals, periodicals, public records, or other sources that are available to the public without restriction, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(2) If the Contractor collects information from a State or local Government or from a Federal agency, the Contractor shall submit a list of these sources to the appropriate program office at the time the information is initially submitted to EPA. The Contractor shall identify the information according to source.

(3) If the Contractor collects information directly from a business or from a source that represents a business or businesses, such as a trade association:

(i) Before asking for the information, the Contractor shall identify itself, explain that it is performing contractual work for the Environmental Protection Agency, identify the information that it is seeking to collect, explain what will be done with the information, and give the following notice:

(A) You may, if you desire, assert a business confidentiality claim covering part or all of the information. If you do assert a claim, the information will be disclosed by EPA only to the extent, and by means of the procedures, set forth in 40 CFR Part 2, Subpart B.

(B) If no such claim is made at the time this information is received by the Contractor, it may be made available to the public by the Environmental Protection Agency without further notice to you.

(C) The Contractor shall, in accordance with FAR Part 9, execute a written agreement regarding the limitations of the use of this information and forward a copy of the agreement to the Contracting Officer.

(ii) Upon receiving the information, the Contractor shall make a written notation that the notice set out above was given to the source, by whom, in what form, and on what date.

(iii) At the time the Contractor initially submits the information to the appropriate program office, the Contractor shall submit a list of these sources, identify the information according to source, and indicate whether the source made any confidentiality claim and the nature and extent of the claim.

(b) The Contractor shall keep all information collected from nonpublic sources confidential in accordance with the clause in this contract entitled "Treatment of Confidential Business Information" as if it had been furnished to the Contractor by EPA.

(c) The Contractor agrees to obtain the written consent of the Contracting Officer, after a written determination by the appropriate program office, prior to entering into any subcontract that will require the subcontractor to collect information. The Contractor agrees to include this clause, including this paragraph (c), and the clause entitled "Treatment of Confidential Business Information" in all subcontracts awarded pursuant to this contract that require the subcontractor to collect information.

H.19 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-71) (APR 1984)

(a) The Contracting Officer, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall: (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Contracts and Information Law; and (iii) return to the Contracting Officer all copies of the information, and any abstracts or excerpts therefrom, upon request by the Contracting Officer, whenever the information is no longer required by the Contractor for the performance of the work required by the contract, or upon completion of the contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.20 TREATMENT OF CONFIDENTIAL BUSINESS INFORMATION (TSCA) (EPAAR 1552.235-76) (APR 1996)

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose confidential business information (CBI) to the Contractor necessary to carry out the work required under this contract. The Contractor agrees to use the CBI only under the following conditions:

(1) The Contractor and Contractor's employees shall (i) use the CBI only for the purposes of carrying out the work required by the contract; (ii) not disclose the information to anyone other than properly cleared EPA employees without the prior written approval of the Assistant General Counsel for Information Law or his/her designee; and (iii) return the CBI to the PO or his/her designee, whenever the information is no longer required by the Contractor for performance of the work required by the contract, or upon completion of this contract.

(2) The Contractor shall obtain a written agreement to honor the above limitations from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(3) The Contractor agrees that these contract conditions concerning the use and disclosure of CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected businesses having a proprietary interest in the information.

(4) The Contractor shall not use any CBI supplied by EPA or obtained during performance hereunder to compete with any business to which the CBI relates.

(b) The Contractor agrees to obtain the written consent of the CO, after a written determination by the appropriate program office, prior to entering into any subcontract that will involve the disclosure of CBI by the Contractor to the subcontractor. The Contractor agrees to include this clause, including this paragraph (b), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

H.21 DATA SECURITY FOR FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-77) (DEC 1997)

The Contractor shall handle Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI) in accordance with the

contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality," the provisions set forth below, and the Contractor's approved detailed security plan.

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose FIFRA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all FIFRA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the FIFRA Information Security Manual. The manual may be obtained from the Project Officer (PO) or the Chief, Information Services Branch (ISB), Program Management and Support Division, Office of Pesticide Programs (OPP) (H7502C), U.S. Environmental Protection Agency, Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460.

(2) The Contractor and Contractor's employees shall follow the security procedures set forth in the Contractor's security plan(s) approved by EPA.

(3) Prior to receipt of FIFRA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to FIFRA CBI have been briefed on the handling, control, and security requirements set forth in the FIFRA Information Security Manual.

(4) The Contractor Document Control Officer (DCO) shall obtain a signed copy of the FIFRA "Contractor Employee Confidentiality Agreement" from each of the Contractor's employees who will have access to the information before the employee is allowed access.

(b) The Contractor agrees that these requirements concerning protection of FIFRA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under FIFRA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified in FIFRA (7 U.S.C. 136h(f)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee all documents, logs, and magnetic media which contain FIFRA CBI. In addition, each Contractor employee who has received FIFRA CBI clearance will sign a "Confidentiality Agreement for Contractor Employees Upon Relinquishing FIFRA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA PO or his/her designee, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause when:

(1) The Contractor submits a timely written request for an equitable adjustment; and

(2) The facts warrant an equitable adjustment.

H.22 DATA SECURITY FOR TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-78) (DEC 1997)

The Contractor shall handle Toxic Substances Control Act (TSCA) confidential business information (CBI) in accordance with the contract clause entitled "Treatment of Confidential Business Information" and "Screening Business Information for Claims of Confidentiality."

(a) The Project Officer (PO) or his/her designee, after a written determination by the appropriate program office, may disclose TSCA CBI to the contractor necessary to carry out the work required under this contract. The Contractor shall protect all TSCA CBI to which it has access (including CBI used in its computer operations) in accordance with the following requirements:

(1) The Contractor and Contractor's employees shall follow the security procedures set forth in the TSCA CBI Security Manual. The manual may be obtained from the Director, Information Management Division (IMD), Office of Pollution Prevention and Toxics (OPPT), U.S. Environmental Protection Agency (EPA), Ariel Rios Building, 1200 Pennsylvania Avenue, N.W., Washington, DC 20460. Prior to receipt of TSCA CBI by the Contractor, the Contractor shall ensure that all employees who will be cleared for access to TSCA CBI have been briefed on the handling, control, and security requirements set forth in the TSCA CBI Security Manual.

(2) The Contractor shall permit access to and inspection of the Contractor's facilities in use under this contract by representatives of EPA's Assistant Administrator for Administration and Resources Management, and the TSCA Security Staff in the OPPT, or by the EPA Project Officer.

(3) The Contractor Document Control Officer (DCO) shall obtain a signed copy of EPA Form 7740-6, "TSCA CBI Access Request, Agreement, and Approval," from each of the Contractor's employees who will have access to the information before the employee is allowed access. In addition, the Contractor shall obtain from each employee who will be cleared for TSCA CBI access all information required by EPA or the U.S. Office of Personnel Management for EPA to conduct a Minimum Background Investigation.

(b) The Contractor agrees that these requirements concerning protection of TSCA CBI are included for the benefit of, and shall be enforceable by, both EPA and any affected business having a proprietary interest in the information.

(c) The Contractor understands that CBI obtained by EPA under TSCA may not be disclosed except as authorized by the Act, and that any unauthorized disclosure by the Contractor or the Contractor's employees may subject the Contractor and the Contractor's employees to the criminal penalties specified

in TSCA (15 U.S.C. 2613(d)). For purposes of this contract, the only disclosures that EPA authorizes the Contractor to make are those set forth in the clause entitled "Treatment of Confidential Business Information."

(d) The Contractor agrees to include the provisions of this clause, including this paragraph (d), in all subcontracts awarded pursuant to this contract that require the furnishing of CBI to the subcontractor.

(e) At the request of EPA or at the end of the contract, the Contractor shall return to the EPA PO or his/her designee, all documents, logs, and magnetic media which contain TSCA CBI. In addition, each Contractor employee who has received TSCA CBI clearance will sign EPA Form 7740-18, "Confidentiality Agreement for Contractor Employees Upon Relinquishing TSCA CBI Access Authority." The Contractor DCO will also forward those agreements to the EPA OPPT/IMD, with a copy to the CO, at the end of the contract.

(f) If, subsequent to the date of this contract, the Government changes the security requirements, the CO shall equitably adjust affected provisions of this contract, in accordance with the "Changes" clause, when:

(1) The Contractor submits a timely written request for an equitable adjustment; and,

(2) The facts warrant an equitable adjustment.

H.23 RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-79) (APR 1996)

(a) The Environmental Protection Agency (EPA) may find it necessary to release information submitted by the Contractor either in response to this solicitation or pursuant to the provisions of this contract, to individuals not employed by EPA. Business information that is ordinarily entitled to confidential treatment under existing Agency regulations (40 C.F.R. Part 2) may be included in the information released to these individuals. Accordingly, by submission of this proposal or signature on this contract or other contracts, the Contractor hereby consents to a limited release of its confidential business information (CBI).

(b) Possible circumstances where the Agency may release the Contractor's CBI include, but are not limited to the following:

(1) To other Agency contractors tasked with assisting the Agency in the recovery of Federal funds expended pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9607, as amended, (CERCLA or Superfund);

(2) To the U.S. Department of Justice (DOJ) and contractors employed by DOJ for use in advising the Agency and representing the Agency in procedures for the recovery of Superfund expenditures;

(3) To parties liable, or potentially liable, for costs under CERCLA Sec. 107 (42 U.S.C. Sec. 9607), et al, and their insurers (Potentially Responsible Parties) for purposes of facilitating settlement or litigation of claims against such parties;

(4) To other Agency contractors who, for purposes of performing the work required under the respective contracts, require access to information the Agency obtained under the Clean Air Act (42 U.S.C. 7401 et seq.); the Federal Water Pollution Control Act (33 U.S.C.1251 et seq.); the Safe Drinking Water Act (42 U.S.C. 300f et seq.); the Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136 et seq.); the Resource Conservation and Recovery Act (42 U.S.C. 6901 et seq.); the Toxic Substances Control Act (15 U.S.C. 2601 et seq.); or the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. 9601 et seq.);

(5) To other Agency contractors tasked with assisting the Agency in handling and processing information and documents in the administration of Agency contracts, such as providing both preaward and post award audit support and specialized technical support to the Agency's technical evaluation panels;

(6) To employees of grantees working at EPA under the Senior Environmental Employment (SEE) Program;

(7) To Speaker of the House, President of the Senate, or Chairman of a Committee or Subcommittee;

(8) To entities such as the General Accounting Office, boards of contract appeals, and the Courts in the resolution of solicitation or contract protests and disputes;

(9) To Agency contractor employees engaged in information systems analysis, development, operation, and maintenance, including performing data processing and management functions for the Agency; and

(10) Pursuant to a court order or court-supervised agreement.

(c) The Agency recognizes an obligation to protect the contractor from competitive harm that may result from the release of such information to a competitor. (See also the clauses in this document entitled "Screening Business Information for Claims of Confidentiality" and "Treatment of Confidential Business Information.") Except where otherwise provided by law, the Agency will permit the release of CBI under subparagraphs (1), (3), (4), (5), (6), or (9) only pursuant to a confidentiality agreement.

(d) With respect to contractors, 1552.235-71 will be used as the confidentiality agreement. With respect to Potentially Responsible Parties, such confidentiality agreements may permit further disclosure to other entities where necessary to further settlement or litigation of claims under CERCLA. Such entities include, but are not limited to accounting firms and technical experts able to analyze the information, provided that they also agree to be bound by an appropriate confidentiality agreement.

(e) This clause does not authorize the Agency to release the Contractor's CBI to the public pursuant to a request filed under the Freedom of Information Act.

(f) The Contractor agrees to include this clause, including this paragraph (f), in all subcontracts at all levels awarded pursuant to this contract that require the furnishing of confidential business information by the subcontractor.

H.24 ACCESS TO CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-80) (OCT 2000)

It is not anticipated that it will be necessary for the contractor to have access to confidential business information (CBI) during the performance of tasks required under this contract. However, the following applies to any and all tasks under which the contractor will or may have access to CBI:

The contractor shall not have access to CBI submitted to EPA under any authority until the contractor obtains from the Project Officer a certification that the EPA has followed all necessary procedures under 40 CFR part 2, subpart B (and any other applicable procedures), including providing, where necessary, prior notice to the submitters of disclosure to the contractor.

H.25 TECHNICAL DIRECTION (EPAAR 1552.237-71) (APR 1984) DEVIATION

(a) The Project Officer is the primary representative of the Contracting Officer authorized to provide technical direction on contract performance.

(b) Individuals other than the Project Officer may be authorized to provide technical direction. If individuals other than the Project Officer are authorized to provide technical direction, their names will be specified in the contract, delivery order, work assignment or technical direction document as appropriate. A Delivery Order Project Officer, Work Assignment Manager or Task Manager is authorized to provide technical direction, subject to the limitations set forth below, only on his/her delivery order, work assignment or technical direction document.

(c) Technical direction includes:

(1) Direction to the contractor which assists the contractor in accomplishing the Statement of Work.

(2) Comments on and approval of reports or other deliverables.

(d) Technical direction must be within the contract and the delivery order, work assignment or technical direction document statement of work. The Project Officer or any other technical representative of the Contracting Officer does not have the authority to issue technical direction which (1) institutes additional work outside the scope of the contract, delivery order, work assignment or technical direction document; (2) constitutes a change as defined in the "Changes" clause; (3) causes an increase or decrease in the estimated cost of the contract, delivery order, work assignment or technical direction document; (4) alters the period of performance; or (5) changes any of the other express terms or conditions of the contract, delivery order, work assignment or technical direction document.

(e) Technical direction will be issued in writing or confirmed in writing within five (5) calendar days after verbal issuance. One copy of the technical direction memorandum will be forwarded to the Contracting Officer and the Project Officer.

H.26 KEY PERSONNEL (EPAAR 1552.237-72) (APR 1984)

(a) The Contractor shall assign to this contract the following key personnel:

NAMES OF KEY PERSONNEL TO BE INSERTED AT THE TIME OF CONTRACT AWARD

(b) During the first ninety (90) calendar days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment. The Contractor shall notify the Contracting Officer within 15 calendar days after the occurrence of any of these events and provide the information required by paragraph (c) below. After the initial ninety (90) calendar day period, the Contractor shall submit the information required by paragraph (c) to the Contracting Officer at least 15 calendar days prior to making any permanent substitutions.

(c) The Contractor shall provide a detailed explanation of the circumstances necessitating the proposed substitutions, complete resumes for the proposed substitutes, and any additional information requested by the Contracting Officer. Proposed substitutes should have comparable qualifications to those of the persons being replaced. The Contracting Officer will notify the Contractor within 15 calendar days after receipt of all required information of the decision on substitutions. This clause will be modified to reflect any approved changes of key personnel.

H.27 PUBLIC COMMUNICATIONS

The Contractor shall not represent itself as EPA to outside parties. To maintain public trust and to not mislead the public, the Contractor shall, at the outset of any communications with outside parties concerning all matters relating to the performance of this contract, explain that it is an Agency Contractor.

H.28 IDENTIFICATION OF CONTRACTOR PERSONNEL

All contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing tasks under this contract and when interacting with EPA officials, federal agencies, state, tribal and local governments, business, industry and the general public. The badge shall contain the individual's name and the company's name and logo. The office space occupied by contractor staff in any location that is also occupied by EPA employees shall be identified with appropriate signs that include the contractor's name. When participating in any event and/or discussion (e.g., answering the telephone, participating as a panel member or speaker), contractor staff shall verbally identify themselves as contractor personnel so that there is no possible appearance of being EPA Officials.

H.29 EPA MEETING, WORKSHOPS, CONFERENCES

If this contract requires contractor support for an EPA sponsored meeting, workshop, conference, etc. (hereby referred to as "meeting"), the following shall apply:

- EPA meetings shall be held in Federal facilities whenever available. EPA is required to notify GSA when the Agency has a short term need for meeting facilities and such facilities are not available within the Agency (FPMR 101-17.104-4). The EPA Project Officer or Work Assignment Manager will determine and advise the Contractor when Federal facilities are not available.
- Except for the Contractor, experts, consultants, or other personnel necessary for performance of the work called for by this contract, the cost of travel, food, lodging, etc., for other participants or attendees shall not be an allowable cost under this contract. All such required personnel for which costs are being claimed must be approved by the Contracting Officer.
- The costs of beverages, food, refreshments, etc., consumed by participants or attendees at meetings shall not be an allowable charge under this contract (i.e., refreshments as opposed to per diem or subsistence costs).

H.30 PAPERWORK REDUCTION ACT (EPAAR 1552.237-75) (APR 1984)

If it is established at award or subsequently becomes a contractual requirement to collect identical information from ten (10) or more public respondents, the Paperwork Reduction Act of 1980, 44 U.S.C. 3501 et seq. applies. In that event, the Contractor shall not take any action to solicit information from any of the public respondents until notified in writing by the Contracting Officer that the required Office of Management and Budget (OMB) final clearance was received.

H.31 GOVERNMENT - CONTRACTOR RELATIONS (EPAAR 1552.237-76) (JUL 1999)

(a) The Government and the Contractor understand and agree that the services to be delivered under this contract by the contractor to the Government are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the contract between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) Contractor personnel under this contract shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other EPA contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(C) Employee Relationship:

(1) The services to be performed under this contract do not require the

Contractor or his/her personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives, and requirements that are issued by the U.S. Environmental Protection Agency under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services contract.

(d) Inapplicability of Employee Benefits: This contract does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this contract are not subject to Federal income tax withholdings.

(2) Payments by the Government under this contract are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this contract.

(4) The Contractor is not entitled to workman's compensation benefits by virtue of this contract.

(5) The entire consideration and benefits to the Contractor for performance of this contract is contained in the provisions for payment under this contract.

(e) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor contract activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within ____ calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature and circumstance of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within ____ calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm that the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation,

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date thereafter by which the Government will respond.

H.32 REHABILITATION ACT NOTICE (EPAAR 1552.239-70) (OCT 2000)

(a) EPA has a legal obligation under the Rehabilitation Act of 1973, 29 U.S.C. 791, to provide reasonable accommodation to persons with disabilities who wish to attend EPA programs and activities. Under this contract, the contractor may be required to provide support in connection with EPA programs and activities, including conferences, symposia, workshops, meetings, etc. In such cases, the contractor shall, as applicable, include in its draft and final meeting announcements (or similar documents) the following notice:

It is EPA's policy to make reasonable accommodation to persons with disabilities wishing to participate in the agency's programs and activities, pursuant to the Rehabilitation Act of 1973, 29 U.S.C. 791. Any request for accommodation should be made to the specified registration contact for a particular program or activity, preferably one month in advance of the registration deadline, so that EPA will have sufficient time to process the request.

(b) Upon receipt of such a request for accommodation, the contractor shall immediately forward the request to the EPA contracting officer, and provide a copy to the appropriate EPA program office. The contractor may be required to provide any accommodation that EPA may approve. However, in no instance shall the contractor proceed to provide an accommodation prior to receiving written authorization from the contracting officer.

(c) The contractor shall insert in each subcontract or consultant agreement placed hereunder provisions that shall conform substantially to the language of this clause, including this paragraph, unless otherwise authorized by the contracting officer.

H.33 FABRICATION OR ACQUISITION OF NONEXPENDABLE PROPERTY (EPAAR 1552.245-72) (APR 1984)

The Contractor shall not fabricate nor acquire under this contract, either directly or indirectly through a subcontract, any item of nonexpendable property without written approval from the Contracting Officer.

PART II - CONTRACT CLAUSES**SECTION I - CONTRACT CLAUSES****I.1 NOTICE Listing Contract Clauses Incorporated by Reference****NOTICE:**

The following solicitation provisions and/or contract clauses pertinent to this section are hereby incorporated by reference:

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1)

NUMBER	DATE	TITLE
52.202-1	DEC 2001	DEFINITIONS
52.203-1	APR 1984	OFFICIALS NOT TO BENEFIT
52.203-3	APR 1984	GRATUITIES
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
52.204-4	AUG 2000	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS--NEGOTIATION
52.216-7	FEB 2002	ALLOWABLE COST AND PAYMENT
52.216-8	MAR 1997	FIXED FEE
52.219-4	JAN 1999	NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINESS CONCERNS
52.219-9	OCT 2001	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-16	JAN 1999	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN
52.222-3	AUG 1996	CONVICT LABOR
52.222-26	APR 2002	EQUAL OPPORTUNITY
52.222-35	DEC 2001	AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

52.223-6	MAY 2001	DRUG-FREE WORKPLACE
52.223-14	OCT 2000	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	JUL 2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.227-1	JUL 1995	AUTHORIZATION AND CONSENT
52.227-2	AUG 1996	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE II (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE III (JUN 1987)
52.227-14	JUN 1987	RIGHTS IN DATA--GENERAL ALTERNATE V (JUN 1987)
52.227-16	JUN 1987	ADDITIONAL DATA REQUIREMENTS
52.228-7	MAR 1996	INSURANCE--LIABILITY TO THIRD PERSONS
52.230-2	APR 1998	COST ACCOUNTING STANDARDS
52.232-17	JUN 1996	INTEREST
52.232-20	APR 1984	LIMITATION OF COST
52.232-22	APR 1984	LIMITATION OF FUNDS
52.232-25	FEB 2002	PROMPT PAYMENT
52.232-25	FEB 2002	PROMPT PAYMENT ALTERNATE I (FEB 2002)
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	JUL 2002	DISPUTES ALTERNATE I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD ALTERNATE I (JUN 1985)
52.242-1	APR 1984	NOTICE OF INTENT TO DISALLOW COSTS
52.242-3	MAY 2001	PENALTIES FOR UNALLOWABLE COSTS
52.242-4	JAN 1997	CERTIFICATION OF FINAL INDIRECT COSTS
52.242-13	JUL 1995	BANKRUPTCY
52.243-2	AUG 1987	CHANGES--COST REIMBURSEMENT ALTERNATE I (APR 1984)
52.246-25	FEB 1997	LIMITATION OF LIABILITY--SERVICES
52.249-6	SEP 1996	TERMINATION (COST-REIMBURSEMENT)
52.249-14	APR 1984	EXCUSABLE DELAYS
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.2 PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER (FAR 52.204-4) (JUN 1996) DEVIATION

(a) In accordance with Executive Order 12873, dated October 20, 1993, as amended by Executive Order 12995, dated March 25, 1996, the Offeror/Contractor is required to submit paper documents, such as offers, letters, or reports, that are printed/copied double-sided on recycled paper that has at least 20% postconsumer material.

(b) The 20% standard applies to high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white woven envelopes, and other uncoated printed and writing paper, such as writing and office paper, book paper, cotton fiber paper, and cover stock. An alternative standard to meeting the 20% postconsumer material standard is 50% recovered material content of certain industrial by-products.

I.3 NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS (FAR 52.219-23) (OCT 1998) ALTERNATE I (OCT 1998)

(a) *Definitions.* As used in this clause--

"Small disadvantaged business concern" means an offeror that represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

(1) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(i) No material change in disadvantaged ownership and control has occurred since its certification;

(ii) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c) (2); and

(iii) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net).

(2) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted. In this case, in order to receive the benefit of a price evaluation adjustment, an offeror must receive certification as a small disadvantaged business concern by the Small Business Administration prior to contract award; or

(3) Is a joint venture as defined in 13 CFR 124.1002(f).

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense (DOD), the National Aeronautics and Space Administration (NASA), and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for purposes of this clause, includes a Hispanic-serving institution of higher education as defined in Section 316(b) (1) of the Act (20 U.S.C. 1059c(b) (1)).

"United States" means the United States, its territories and possessions, the Commonwealth of Puerto Rico, the U.S. Trust Territory of the Pacific Islands, and the District of Columbia.

(b) *Evaluation adjustment.* (1) The Contracting Officer will evaluate offers by adding a factor of 10% to the price of all offers, except--

(i) Offers from small disadvantaged business concerns that have not waived the adjustment;

(ii) An otherwise successful offer of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is equaled or exceeded (see section 25.402 of the Federal Acquisition Regulation (FAR));

(iii) An otherwise successful offer where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government;

(iv) For DoD, NASA, and Coast Guard acquisitions, an otherwise successful offer from a historically black college or university or minority institution; and

(v) For DoD acquisitions, an otherwise successful offer of qualifying country end products (see sections 225.000-70 and 252.225-7001 of the Defense FAR Supplement).

(2) The Contracting Officer will apply the factor to a line item or a group of line items on which award may be made. The Contracting Officer will apply other evaluation factors described in the solicitation before application of the factor. The factor may not be applied if using the adjustment would cause the contract award to be made at a price that exceeds the fair market price by more than the factor in paragraph (b) (1) of this clause.

(c) *Waiver of evaluation adjustment.* A small disadvantaged business concern may elect to waive the adjustment, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply to offers that waive the adjustment.

____ Offeror elects to waive the adjustment.

(d) *Agreements.* (1) A small disadvantaged business concern, that did not waive the adjustment, agrees that in performance of the contract, in the case of a contract for--

(i) Services, except construction, at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern;

(ii) Supplies (other than procurement from a non-manufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern;

(iii) General construction, at least 15 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern; or

(iv) Construction by special trade contractors, at least 25 percent of the cost of the contract, excluding the cost of materials, will be performed by employees of the concern.

(2) A small disadvantaged business concern submitting an offer in its own name agrees to furnish in performing this contract only end items

manufactured or produced by small business concerns in the United States. This paragraph does not apply in connection with construction or service contracts.

I.4 SUBCONTRACTS (FAR 52.244-2) (AUG 1998) ALTERNATE II (AUG 1998)

(a) *Definitions.* As used in this clause--

"Approved purchasing system" means a Contractor's purchasing system that has been reviewed and approved in accordance with Part 44 of the Federal Acquisition Regulation (FAR).

"Consent to subcontract" means the Contracting Officer's written consent for the Contractor to enter into a particular subcontract.

"Subcontract" means any contract, as defined in FAR Subpart 2.1, entered into by a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(b) This clause does not apply to subcontracts for special test equipment when the contract contains the clause at FAR 52.245-18, Special Test Equipment.

(c) When this clause is included in a fixed-price type contract, consent to subcontract is required only on unpriced contract actions (including unpriced modifications or unpriced delivery orders), and only if required in accordance with paragraph (d) or (e) of this clause.

(d) If the Contractor does not have an approved purchasing system, consent to subcontract is required for any subcontract that--

(1) Is of the cost-reimbursement, time-and-materials, or labor-hour type;
or

(2) Is fixed-price and exceeds--

(i) For a contract awarded by the Department of Defense, the Coast Guard, or the National Aeronautics and Space Administration, the greater of the simplified acquisition threshold or 5 percent of the total estimated cost of the contract; or

(ii) For a contract awarded by a civilian agency other than the Coast Guard and the National Aeronautics and Space Administration, either the simplified acquisition threshold or 5 percent of the total estimated cost of the contract.

(e) If the Contractor has an approved purchasing system, the Contractor nevertheless shall obtain the Contracting Officer's written consent before placing the following subcontracts:

(f) (1) The Contractor shall notify the Contracting Officer reasonably in advance of placing any subcontract or modification thereof for which consent is required under paragraph (c), (d), or (e) of this clause, including the following information:

(i) A description of the supplies or services to be subcontracted.

(ii) Identification of the type of subcontract to be used.

(iii) Identification of the proposed subcontractor.

(iv) The proposed subcontract price.

(v) The subcontractor's current, complete, and accurate cost or pricing data and Certificate of Current Cost or Pricing Data, if required by other contract provisions.

(vi) The subcontractor's Disclosure Statement or Certificate relating to Cost Accounting Standards when such data are required by other provisions of this contract.

(vii) A negotiation memorandum reflecting--

(A) The principal elements of the subcontract price negotiations;

(B) The most significant considerations controlling establishment of initial or revised prices;

(C) The reason cost or pricing data were or were not required; (D) The extent, if any, to which the Contractor did not rely on the subcontractor's cost or pricing data in determining the price objective and in negotiating the final price;

(E) The extent to which it was recognized in the negotiation that the subcontractor's cost or pricing data were not accurate, complete, or current; the action taken by the Contractor and the subcontractor; and the effect of any such defective data on the total price negotiated;

(F) The reasons for any significant difference between the Contractor's price objective and the price negotiated; and

(G) A complete explanation of the incentive fee or profit plan when incentives are used. The explanation shall identify each critical performance element, management decisions used to quantify each incentive element, reasons for the incentives, and a summary of all trade-off possibilities considered.

(2) If the Contractor has an approved purchasing system and consent is not required under paragraph (c), (d), or (e) of this clause, the Contractor nevertheless shall notify the Contracting Officer reasonably in advance of entering into any (i) cost-plus-fixed-fee subcontract, or (ii) fixed-price subcontract that exceeds either the simplified acquisition threshold or 5 percent of the total estimated cost of this contract. The notification shall include the information required by paragraphs (f) (1) (i) through (f) (1) (iv) of this clause.

(g) Unless the consent or approval specifically provides otherwise, neither consent by the Contracting Officer to any subcontract nor approval of the Contractor's purchasing system shall constitute a determination--

(1) Of the acceptability of any subcontract terms or conditions;

(2) Of the allowability of any cost under this contract; or

(3) To relieve the Contractor of any responsibility for performing this contract.

(h) No subcontract or modification thereof placed under this contract shall provide for payment on a cost-plus-a-percentage-of-cost basis, and any fee payable under cost-reimbursement type subcontracts shall not exceed the fee limitations in FAR 15.404-4(c) (4) (i).

(i) The Contractor shall give the Contracting Officer immediate written notice of any action or suit filed and prompt notice of any claim made against the Contractor by any subcontractor or vendor that, in the opinion of the Contractor, may result in litigation related in any way to this contract, with respect to which the Contractor may be entitled to reimbursement from the Government.

(j) The Government reserves the right to review the Contractor's purchasing system as set forth in FAR Subpart 44.3.

(k) Paragraphs (d) and (f) of this clause do not apply to the following subcontracts, which were evaluated during negotiations:

I.5 COMPETITION IN SUBCONTRACTING (FAR 52.244-5) (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

I.6 SUBCONTRACTS FOR COMMERCIAL ITEMS (FAR 52.244-6) (MAY 2002)

(a) *Definitions.* As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.21908, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2)(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceed \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Jun 2000) (46 U.S.C. Appx 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.7 GOVERNMENT PROPERTY (COST-REIMBURSEMENT, TIME-AND-MATERIAL, OR LABOR-HOUR CONTRACTS) (FAR 52.245-5) (AUG 1996) DEVIATION

(a) *Government-furnished property.* (1) The term "Contractor's managerial personnel," as used in paragraph (g) of this clause, means any of the Contractor's directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of--

(i) All or substantially all of the Contractor's business;

(ii) All or substantially all of the Contractor's operation at any one plant, or separate location at which the contract is being performed; or

(iii) A separate and complete major industrial operation connected with performing this contract.

(2) The Government shall deliver to the Contractor, for use in connection with and under the terms of this contract, the Government-furnished property described in the Schedule or specifications, together with such related data

and information as the Contractor may request and as may be reasonably required for the intended use of the property (hereinafter referred to as "Government-furnished property").

(3) The delivery or performance dates for this contract are based upon the expectation that Government-furnished property suitable for use will be delivered to the Contractor at the times stated in the Schedule or, if not so stated, in sufficient time to enable the Contractor to meet the contract's delivery or performance dates.

(4) If Government-furnished property is received by the Contractor in a condition not suitable for the intended use, the Contractor shall, upon receipt, notify the Contracting Officer, detailing the facts, and, as directed by the Contracting Officer and at Government expense, either effect repairs or modification or return or otherwise dispose of the property. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall make an equitable adjustment as provided in paragraph (h) of this clause.

(5) If Government-furnished property is not delivered to the Contractor by the required time or times, the Contracting Officer shall, upon the Contractor's timely written request, make a determination of the delay, if any, caused the Contractor and shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(b) *Changes in Government-furnished property.* (1) The Contracting Officer may, by written notice, (i) decrease the Government-furnished property provided or to be provided under this contract or (ii) substitute other Government-furnished property for the property to be provided by the Government or to be acquired by the Contractor for the Government under this contract. The Contractor shall promptly take such action as the Contracting Officer may direct regarding the removal, shipment, or disposal of the property covered by this notice.

(2) Upon the Contractor's written request, the Contracting Officer shall make an equitable adjustment to the contract in accordance with paragraph (h) of this clause, if the Government has agreed in the Schedule to make such property available for performing this contract and there is any--

(i) Decrease or substitution in this property pursuant to subparagraph (b) (1) above; or

(ii) Withdrawal of authority to use property, if provided under any other contract or lease.

(c) *Title.* (1) The Government shall retain title to all Government-furnished property.

(2) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(3) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon--

- (i) Issuance of the property for use in contract performance;
- (ii) Commencement of processing of the property for use in contract performance; or
- (iii) Reimbursement of the cost of the property by the Government, whichever occurs first.

(4) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(d) *Use of Government property.* The Government property shall be used only for performing this contract, unless otherwise provided in this contract or approved by the Contracting Officer.

(e) *Property administration.* (1) The Contractor shall be responsible and accountable for all Government property provided under this contract and shall comply with Federal Acquisition Regulation Subpart 45.5, as in effect on the date of this contract, and which is hereby incorporated into this contract by reference.

(2) The Contractor shall establish and maintain a program for the use, maintenance, repair, protection, and preservation of Government property in accordance with sound business practice and the applicable provisions of FAR Subpart 45.5.

(3) If damage occurs to Government property, the risk of which has been assumed by the Government under this contract, the Government shall replace the items or the Contractor shall make such repairs as the Government directs. However, if the Contractor cannot effect such repairs within the time required, the Contractor shall dispose of the property as directed by the Contracting Officer. When any property for which the Government is responsible is replaced or repaired, the Contracting Officer shall make an equitable adjustment in accordance with paragraph (h) of this clause.

(f) *Access.* The Government and all its designees shall have access at all reasonable times to the premises in which any Government property is located for the purpose of inspecting the Government property.

(g) *Limited Risk of loss.*

(1) The Contractor shall not be liable for loss or destruction of, or damage to, the Government property provided under this contract or for expenses incidental to such loss, destruction, or damage, except as provided in subparagraphs (2) and (3) below.

(2) The Contractor shall be responsible for loss or destruction of, or damage to, the Government property provided under this contract (including expenses incidental to such loss, destruction, or damage)--

(i) That results from a risk expressly required to be insured under this contract, but only to the extent of the insurance required to be purchased and maintained or to the extent of insurance actually purchased and maintained, whichever is greater;

(ii) That results from a risk that is in fact covered by insurance or for which the Contractor is otherwise reimbursed, but only to the extent of such insurance or reimbursement;

(iii) For which the Contractor is otherwise responsible under the express terms of this contract;

(iv) That results from willful misconduct or lack of good faith on the part of the Contractor's managerial personnel; or

(v) That results from a failure on the part of the Contractor, due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel, to establish and administer a program or system for the control, use, protection, preservation, maintenance, and repair of Government property as required by paragraph (e) of this clause.

(3) (i) If the Contractor fails to act as provided by subdivision (g) (2) (v) above, after being notified (by certified mail addressed to one of the Contractor's managerial personnel) of the Government's disapproval, withdrawal of approval, or nonacceptance of the system or program, it shall be conclusively presumed that such failure was due to willful misconduct or lack of good faith on the part of the Contractor's managerial personnel.

(ii) In such event, any loss or destruction of, or damage to, the Government property shall be presumed to have resulted from such failure unless the Contractor can establish by clear and convincing evidence that such loss, destruction, or damage--

(A) Did not result from the Contractor's failure to maintain an approved program or system; or

(B) Occurred while an approved program or system was maintained by the Contractor.

(4) If the Contractor transfers Government property to the possession and control of a subcontractor, the transfer shall not affect the liability of the Contractor for loss or destruction of, or damage to, the property as set forth above. However, the Contractor shall require the subcontractor to assume the risk of, and be responsible for, any loss or destruction of, or damage to, the property while in the subcontractor's possession or control, except to the extent that the subcontract, with the advance approval of the Contracting Officer, relieves the subcontractor from such liability. In the absence of such approval, the subcontract shall contain appropriate provisions requiring the return of all Government property in as good condition as when received, except for reasonable wear and tear or for its use in accordance with the provisions of the prime contract.

(5) The contractor shall notify the contracting officer upon loss or destruction of, or damage to, Government property provided under this contract, with the exception of low value property for which loss, damage, or

destruction is reported at contract termination, completion, or when needed for continued contract performance. The Contractor shall take all reasonable action to protect the Government property from further damage, separate the damaged and undamaged Government property, put all the affected Government property in the best possible order, and furnish to the Contracting Officer a statement of--

- (i) The lost, destroyed, or damaged Government property;
- (ii) The time and origin of the loss, destruction, or damage;
- (iii) All known interests in commingled property of which the Government property is a part; and
- (iv) The insurance, if any, covering any part of or interest in such commingled property.

(6) The Contractor shall repair, renovate, and take such other action with respect to damaged Government property as the Contracting Officer directs. If the Government property is destroyed or damaged beyond practical repair, or is damaged and so commingled or combined with property of others (including the Contractor's) that separation is impractical, the Contractor may, with the approval of and subject to any conditions imposed by the Contracting Officer, sell such property for the account of the Government. Such sales may be made in order to minimize the loss to the Government, to permit the resumption of business, or to accomplish a similar purpose. The Contractor shall be entitled to an equitable adjustment in the contract price for the expenditures made in performing the obligations under this subparagraph (g) (6) in accordance with paragraph (h) of this clause. However, the Government may directly reimburse the loss and salvage organization for any of their charges. The Contracting Officer shall give due regard to the Contractor's liability under this paragraph (g) when making any such equitable adjustment.

(7) The Contractor shall not be reimbursed for, and shall not include as an item of overhead, the cost of insurance or of any reserve covering risk of loss or destruction of, or damage to, Government property, except to the extent that the Government may have expressly required the Contractor to carry such insurance under another provision of this contract.

(8) In the event the Contractor is reimbursed or otherwise compensated for any loss or destruction of, or damage to, Government property, the Contractor shall use the proceeds to repair, renovate, or replace the lost, destroyed, or damaged Government property or shall otherwise credit the proceeds to, or equitably reimburse, the Government, as directed by the Contracting Officer.

(9) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss or destruction of, or damage to, Government property. Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation (including the prosecution of suit and the execution of instruments of assignment in favor of the Government) in obtaining recovery. In addition, where a subcontractor has not been relieved from liability for any loss or destruction of, or damage to, Government property, the Contractor shall enforce for the benefit of the Government the liability of the subcontractor for such loss, destruction, or damage.

(h) *Equitable adjustment.* When this clause specifies an equitable adjustment, it shall be made to any affected contract provision in accordance with the procedures of the Changes clause. When appropriate, the Contracting Officer may initiate an equitable adjustment in favor of the Government. The right to an equitable adjustment shall be the Contractor's exclusive remedy. The Government shall not be liable to suit for breach of contract for--

- (1) Any delay in delivery of Government-furnished property;
- (2) Delivery of Government-furnished property in a condition not suitable for its intended use;
- (3) A decrease in or substitution of Government-furnished property; or
- (4) Failure to repair or replace Government property for which the Government is responsible.

(i) *Final accounting and disposition of Government property.* Upon completing this contract, or at such earlier dates as may be fixed by the Contracting Officer, the Contractor shall submit, in a form acceptable to the Contracting Officer, inventory schedules covering all items of Government property not consumed in performing this contract or delivered to the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government property as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be credited to the cost of the work covered by this contract or paid to the Government as directed by the Contracting Officer. The foregoing provisions shall apply to scrap from Government property; provided, however, that the Contracting Officer may authorize or direct the Contractor to omit from such inventory schedules any scrap consisting of faulty castings or forgings or of cutting and processing waste, such as chips, cuttings, borings, turnings, short ends, circles, trimmings, clippings, and remnants, and to dispose of such scrap in accordance with the Contractor's normal practice and account for it as a part of general overhead or other reimbursable costs in accordance with the Contractor's established accounting procedures.

(j) *Abandonment and restoration of Contractor premises.* Unless otherwise provided herein, the Government--

(1) May abandon any Government property in place, at which time all obligations of the Government regarding such abandoned property shall cease; and

(2) Has no obligation to restore or rehabilitate the Contractor's premises under any circumstances (e.g., abandonment, disposition upon completion of need, or contract completion). However, if the Government-furnished property (listed in the Schedule or specifications) is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (h) of this clause may properly include restoration or rehabilitation costs.

(k) *Communications.* All communications under this clause shall be in writing.

(1) *Overseas contracts.* If this contract is to be performed outside the United States of America, its territories, or possessions, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

I.8 SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (FAR 52.247-67) (JUN 1997)

(a)1) In accordance with paragraph (a) (2) of this clause, the Contractor shall submit to the General Services Administration (GSA) for audit, legible copies of all paid freight bills/invoices, commercial bills of lading (CBL's), passenger coupons, and other supporting documents for transportation services on which the United States will assume freight charges that were paid (i) by the Contractor under a cost-reimbursement contract, and (ii) by a first-tier subcontractor under a cost-reimbursement subcontract thereunder.

(2) Cost-reimbursement Contractors shall only submit for audit those CBL's with freight shipment charges exceeding \$50.00. Bills under \$50.00 shall be retained on-site by the Contractor and made available for GSA on-site audits. This exception only applies to freight shipment bills and is not intended to apply to bills and invoices for any other transportation services.

(b) The Contractor shall forward copies of paid freight bills/invoices, CBL's, passenger coupons, and supporting documents as soon as possible following the end of the month, in one package to the General Services Administration, ATTN: FWA, 1800 F Street, NW, Washington, DC 20405. The Contractor shall include the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for first tier subcontractors under a cost-reimbursement contract. If the inclusion of the paid freight bills/invoices, CBL's, passenger coupons, and supporting documents for any subcontractor in the shipment is not practicable, the documents may be forwarded to GSA in a separate package.

(c) Any original transportation bills or other documents requested by GSA shall be forwarded promptly by the Contractor to GSA. The Contractor shall ensure that the name of the contracting agency is stamped or written on the face of the bill before sending it to GSA.

(d) A statement prepared in duplicate by the Contractor shall accompany each shipment of transportation documents. GSA will acknowledge receipt of the shipment by signing and returning the copy of the statement. The statement shall show --

- (1) The name and address of the Contractor;
- (2) The contract number including any alpha-numeric prefix identifying the contracting office;
- (3) The name and address of the contracting office;
- (4) The total number of bills submitted with the statement; and
- (5) A listing of the respective amounts paid or, in lieu of such listing, an adding machine tape of the amounts paid showing the Contractor's voucher or check numbers.

I.9 CLAUSES INCORPORATED BY REFERENCE (FAR 52.252-2) (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

I.10 AUTHORIZED DEVIATIONS IN CLAUSES (FAR 52.252-6) (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the date of the clause.

(b) The use in this solicitation or contract of any Environmental Protection Agency (48 CFR Chapter 15) clause with an authorized deviation is indicated by the addition of "DEVIATION" after the name of the regulation.

PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**SECTION J - LIST OF ATTACHMENTS****J.1 LIST OF ATTACHMENTS (EP 52.252-100) (APR 1984)**

<u>ATTACHMENT</u>	<u>TITLE</u>
1	STATEMENT OF WORK
2	REPORTS OF WORK
3	INVOICE PREPARATION INSTRUCTIONS
4	MINIMUM STANDARDS FOR EPA CONTRACTORS' CONFLICT OF INTEREST PLANS
5	TECHNICAL PROPOSAL INSTRUCTIONS
6	TECHNICAL EVALUATION CRITERIA
7	SAMPLE WORK ASSIGNMENT
8	CLIENT AUTHORIZATION LETTER
9	PAST PERFORMANCE QUESTIONNAIRE
10	COST PROPOSAL INSTRUCTIONS

PART IV - REPRESENTATIONS AND INSTRUCTIONS

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

**K.1 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN
FEDERAL TRANSACTIONS (FAR 52.203-11) (APR 1991)**

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989--

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit OMB standard form LLL, Disclosure of Lobbying Activities to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

K.2 TAXPAYER IDENTIFICATION (FAR 52.204-3) (OCT 1998)*(a) Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other_____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name_____

TIN_____

K.3 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (FAR 52.204-5) (MAY 1999)

(a) *Definition.* "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) *Representation.* [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it ☐ is, ☐ is not a women-owned business concern.

K.4 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (FAR 52.209-5) (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ☐ have not ☐, within a 3-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local)

contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a) (1) (i) (B) of this provision.

(ii) The Offeror has ☐ has not ☐, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

THIS CERTIFICATION CONCERNS A MATTER WITHIN THE JURISDICTION OF AN AGENCY OF THE UNITED STATES AND THE MAKING OF A FALSE, FICTITIOUS, OR FRAUDULENT CERTIFICATION MAY RENDER THE MAKER SUBJECT TO PROSECUTION UNDER SECTION 1001, TITLE 18, UNITED STATES CODE.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.5 PLACE OF PERFORMANCE (FAR 52.215-6) (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend [check applicable block] to use one or more plants or facilities located at a different address from

the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City,
State, County, Zip Code)

Name and Address of Owner
and Operator of the Plant
or Facility if Other than
Offeror or Respondent

K.6 SMALL BUSINESS PROGRAM REPRESENTATIONS (FAR 52.219-1) (APR 2002)

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 541620.

(2) The small business size standard is \$6M.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) *Representations.*

(1) The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) *[Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.]* The offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) *[Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.

(4) *[Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(5) *[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b) (4) of this provision.]* The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(6) *[Complete only if the offeror represented itself as a small business concern in paragraph (b) (1) of this provision.]* The offeror represents, as part of its offer, that--

(i) It [] is, [] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It [] is, [] is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b) (6) (i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) *Definitions.* As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.7 SMALL DISADVANTAGED BUSINESS STATUS (FAR 52.219-22) (OCT 1999)

(a) *General.* This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.

(b) *Representations.* (1) *General.* The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--

[] (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c) (2); and

(C) It is identified, on the date of its representation, as a certified

small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

[] (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) [] *For Joint Ventures.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. *[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.]*

(c) *Penalties and Remedies.* Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

(1) Be punished by imposition of a fine, imprisonment, or both;

(2) Be subject to administrative remedies, including suspension and debarment; and

(3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.8 PREFERENCE FOR LABOR SURPLUS AREA CONCERNS (FAR 52.220-1) (APR 1984)

(a) This acquisition is not a set aside for labor surplus area (LSA) concerns. However, the offeror's status as such a concern may affect (1) entitlement to award in case of tie offers or (2) offer evaluation in accordance with the Buy American Act clause of this solicitation. In order to determine whether the offeror is entitled to a preference under (1) or (2) above, the offeror must identify, below, the LSA in which the costs to be incurred on account of manufacturing or production (by the offeror or the first-tier subcontractors) amount to more than 50 percent of the contract price.

(b) Failure to identify the locations as specified above will preclude consideration of the offeror as an LSA concern. If the offeror is awarded a contract as an LSA concern and would not have otherwise qualified for award, the offeror shall perform the contract or cause the contract to be performed in accordance with the obligations of an LSA concern.

K.9 PROHIBITION OF SEGREGATED FACILITIES (FAR 52.222-21) (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating

areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.10 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FAR 52.222-22) (FEB 1999)

The offeror represents that--

(a) It [] has, [] has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

(b) It [] has, [] has not filed all required compliance reports; and

(c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.11 AFFIRMATIVE ACTION COMPLIANCE (FAR 52.222-25) (APR 1984)

The offeror represents that--

(a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.12 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (FAR 52.222-38) (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (*i.e.*, if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

K.13 RECOVERED MATERIAL CERTIFICATION (FAR 52.223-4) (OCT 1997)

As required by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6962(c)(3)(A)(i)), the offeror certifies, by signing this offer, that the percentage of recovered material to be used in the performance of the contract will be at least the amount required by the applicable contract specifications.

K.14 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (FAR 52.223-13) (OCT 2000)

(a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.

(b) By signing this offer, the offeror certifies that--

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.15 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION (FAR 52.230-1) (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. DISCLOSURE STATEMENT -- COST ACCOUNTING PRACTICES AND CERTIFICATION

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

CAUTION: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed- to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement.

The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows: (i) original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable, and (ii) one copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal Official and/or from the looseleaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) Certificate of Previously Submitted Disclosure Statement.

The offeror hereby certifies that Disclosure Statement was filed as follows:

Date of Disclosure Statement: _____
Name and Address of Cognizant ACO or Federal Official Where Filed: _____

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable disclosure statement.

☐ (3) Certificate of Monetary Exemption.

The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) Certificate of Interim Exemption.

The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

CAUTION: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the

current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. COST ACCOUNTING STANDARDS -- ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

CAUTION: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ YES ☐ NO

K.16 BUSINESS OWNERSHIP REPRESENTATION (EPAAR 1552.204-70) (JAN 2001)

The successful awardee should check one or more of the categories below that represents its business ownership and return this information to the contracting officer within ten (10) calendar days after award. Completion of this clause by the successful awardee is voluntary.

"Ownership," as used in this clause, means: (a) At least 51 percent of the concern is owned by one or more individuals from a category listed below; or, in the case of any publicly owned business, at least 51 percent of the stock of the concern is owned by one or more such individuals; and (b) The management and daily business operations of the concern are controlled by one or more such individuals.

Ethnicity

- ☐ Hispanic or Latino.
- ☐ Not Hispanic or Latino.

Race

- ☐ American Indian, Eskimo, or Aleut.
- ☐ Asian or Pacific Islander.
- ☐ Black or African American.
- ☐ White.

K.17 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION (EPAAR 1552.209-72) (APR 1984)

The offeror ☐ is ☐ is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See Section L of the solicitation for further information.)

K.18 SOCIAL SECURITY NUMBERS OF CONSULTANTS AND CERTAIN SOLE PROPRIETORS AND PRIVACY ACT STATEMENT (EPAAR 1552.224-70) (APR 1984)

(a) Section 6041 of Title 26 of the U.S. Code requires EPA to file Internal Revenue Service (IRS) Form 1099 with respect to individuals who receive payments from EPA under purchase orders or contracts. Section 6109 of Title 26 of the U.S. Code authorizes collection by EPA of the social security numbers of such individuals for the purpose of filing IRS Form 1099. Social security numbers obtained for this purpose will be used by EPA for the sole purpose of filing IRS Form 1099 in compliance with Section 6041 of Title 26 of the U.S. Code.

(b) If the offeror or quoter is an individual, consultant, or sole proprietor and has no Employer Identification Number, insert the offeror's or quoter's social security number on the following line.

.....

K.19 SIGNATURE BLOCK (EP 52.299-900) (APR 1984)

I hereby certify that the responses to the above Representations, Certifications and other statements are accurate and complete.

Signature: _____

Title : _____

Date : _____

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (FAR 52.204-6) (SEP 1999)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation ``DUNS'' followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.

(b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

L.2 INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITION (FAR 52.215-1) (FEB 2000)

(a) *Definitions.* As used in this provision- Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

In writing or written means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) *Amendments to solicitations.* If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) *Submission, modification, revision, and withdrawal of proposals.* (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c) (1) (I) and (c) (1) (ii) of this provision.

(2) The first page of the proposal must show-

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
- (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
- (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) *Submission, modification, revision, and withdrawal of proposals.* (i) Offerors are responsible for submitting proposals, and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii) (A) Any proposal, modification or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) *Offer expiration date.* Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) *Restriction on disclosure and use of data.* Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall-

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed-in whole or in part-for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of-or in connection with-the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend:Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) *Contract award.* (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

L.3 INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

(a) Other than cost proposal instructions.

(1) Submit proposal for other than cost factors as a separate part of the total proposal package. Omit all cost or pricing details from this proposal.

(2) Special proposal instructions are incorporated at Attachment 5 "Technical Proposal Instructions."

L.4 INSTRUCTIONS FOR THE PREPARATION OF THE COST PROPOSAL

Cost proposal instructions are incorporated at Attachment 10 "Cost Proposal Instructions."

L.5 FACILITIES CAPITAL COST OF MONEY (FAR 52.215-16) (OCT 1997)

(a) Facilities capital cost of money will be an allowable cost under the contemplated contract, if the criteria for allowability in subparagraph 31.205-10(a)(2) of the Federal Acquisition Regulation are met. One of the allowability criteria requires the prospective contractor to propose facilities capital cost of money in its offer.

(b) If the prospective Contractor does not propose this cost, the resulting contract will include the clause Waiver of Facilities Capital Cost of Money.

L.6 TYPE OF CONTRACT (FAR 52.216-1) (APR 1984) DEVIATION

The Government contemplates award of a Cost-Plus-Fixed-Fee Term Form contract resulting from this solicitation.

L.7 PREAWARD ON-SITE EQUAL OPPORTUNITY COMPLIANCE EVALUATION (FAR 52.222-24) (FEB 1999)

If a contract in the amount of \$10 million or more will result from this solicitation, the prospective Contractor and its known first-tier subcontractors with anticipated subcontracts of \$10 million or more shall be subject to a preaward compliance evaluation by the Office of Federal Contract Compliance Programs (OFCCP), unless, within the preceding 24 months, OFCCP has conducted an evaluation and found the prospective Contractor and subcontractors to be in compliance with Executive Order 11246.

L.8 EVALUATION OF COMPENSATION FOR PROFESSIONAL EMPLOYEES (FAR 52.222-46) (FEB 1993)

(a) Recompetition of service contracts may in some cases result in lowering the compensation (salaries and fringe benefits) paid or furnished professional employees. This lowering can be detrimental in obtaining the quality of professional services needed for adequate contract performance. It is therefore in the Government's best interest that professional employees, as defined in 29 CFR 541, be properly and fairly compensated. As part of their proposals, offerors will submit a total compensation plan setting forth salaries and fringe benefits proposed for the professional employees who will work under the contract. The Government will evaluate the plan to assure that it reflects a sound management approach and understanding of the contract requirements. This evaluation will include an assessment of the offeror's ability to provide uninterrupted high-quality work. The professional compensation proposed will be considered in terms of its impact upon recruiting and retention, its realism, and its consistency with a total plan for compensation. Supporting information will include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure.

(b) The compensation levels proposed should reflect a clear understanding of work to be performed and should indicate the capability of the proposed compensation structure to obtain and keep suitably qualified personnel to meet mission objectives. The salary rates or ranges must take into account differences in skills, the complexity of various disciplines, and professional job difficulty. Additionally, proposals envisioning compensation levels lower than those of predecessor contractors for the same work will be evaluated on the basis of maintaining program continuity, uninterrupted high-quality work, and availability of required competent professional service employees. Offerors are cautioned that lowered compensation for essentially the same professional work may indicate lack of sound management judgment and lack of understanding of the requirement.

(c) The Government is concerned with the quality and stability of the work force to be employed on this contract. Professional compensation that is

unrealistically low or not in reasonable relationship to the various job categories, since it may impair the Contractor's ability to attract and retain competent professional service employees, may be viewed as evidence of failure to comprehend the complexity of the contract requirements.

(d) Failure to comply with these provisions may constitute sufficient cause to justify rejection of a proposal.

L.9 SERVICE OF PROTEST (FAR 52.233-2) (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgement of receipt from:

Joan C. Thurman (3805R)

Hand-Carried Address:

Environmental Protection Agency
1300 Pennsylvania Avenue, N.W.
Washington, DC 20004

Mailing Address:

Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.10 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FAR 52.252-1) (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://www.arnet.gov/far/>

L.11 ORGANIZATIONAL CONFLICT OF INTEREST NOTIFICATION (EPAAR 1552.209-70) (APR 1984)

(a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it

shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

(b) Prospective Contractors should refer to FAR Subpart 9.5 and EPAAR Part 1509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

(c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

L.12 INELIGIBILITY OF CONTRACTORS PERFORMING RESPONSE ACTION CONTRACT WORK FROM BEING CONSIDERED ELIGIBLE FOR AWARD

a) The Agency has determined that any contractor who, at the time of contract award, would be considered an EPA or non-EPA Response Action Contractors (RAC) as defined below, would have a significant actual or potential Conflict of Interest (COI) in performing the work required under this contract and shall not be eligible for award of this contract for the subject acquisition as an EPA Prime or Subcontractor. In addition, the Agency has determined that subcontractors to RACs will potentially have a significant actual or potential COI and shall not be ineligible for award of this contract for the subject acquisition as an EPA Prime or Subcontractor. However, if a RAC subcontractor believes it is performing non-conflicting RAC work, and submits a proposal, they do so at their own risk and expense with the express understanding that they could be deemed a RAC and thus ineligible for award notwithstanding their submission of a proposal.

b) The following definitions from CERCLA § 119 (e) apply to this clause:

(1) Response Action Contract - the term "response action contract" means any written contract or agreement entered into by a response action contractor (as defined in paragraph (2) (A) of this subsection) with -

(A) the President;

(B) any Federal agency;

(C) a State or political subdivision which has entered into a contract or cooperative agreement in accordance with section 9604(d)(1) of this title; or

(D) any potentially responsible party carrying out an agreement under section 9606 or 9622 of this title; to provide any remedial action under this chapter at a facility listed on the National Priorities List, or any removal under this chapter, with respect to any release or threatened release of a hazardous substance or pollutant or contaminant

from the facility or to provide any evaluation planning, engineering, surveying and mapping, design, construction, equipment, or any ancillary services thereto for such facility.

(2) Response Action Contractor - The term "response action contractor" means -

(A) any -

(i) person who enters into a response action contract with respect to any release or threatened release of a hazardous substance or pollutant or contaminant from a facility and is carrying out such contract; and

(ii) person, public or nonprofit private entity, conducting a field demonstration pursuant to section 9660(b) of this title; and

(iii) Recipients of grants (including subgrantees) under section 9660a of this title for the training and education of workers who are or may be engaged in activities related to hazardous waste removal, containment, or emergency response under this chapter;

(B) any person who is retained or hired by a person described in subparagraph (A) to provide any services relating to a response action; and

(C) any surety who after October 16, 1990, and before January 1, 1996, provides a bid, performance or payment bond to a response action contractor, and begins activities to meet its obligations under such bond, but only in connection with such activities or obligations.

c) Response Action Work. A CERCLA-authorized action at a Superfund site involving either a short-term removal action, emergency response action, or a long-term remedial response with respect to any release or threatened release of a hazardous substance, pollutant or contaminant from the facility and includes any evaluation, planning, engineering, surveying and mapping, design, construction, equipment, or any ancillary services related to such removal action or remedial response.

d) The Contracting Officer has determined that award of this contract (or any subcontract under this contract) to a contractor, who at the time of contract award, will be: 1) holding Agency prime response action contracts, 2) performing response action work for other federal agencies, states or private parties, or 3) holding subcontracts in which the subcontractor is performing response action activities or ancillary services which potentially conflict with the work required under this contract, would create a significant actual or potential conflict or interest for such contractors in performing the work under this RFP. By way of illustration, therefore, contractors who at the time of contract award will be holding any of the following EPA prime contracts (and subcontractors performing conflicting response action activities under such contracts that potentially conflict with the work required under this contract or follow-on contracts), or follow-on response

action type contracts to those listed below, will be ineligible for award of this contract and for any subcontracts under this contract:

Emergency and Rapid Response Services (ERRS);
 Superfund Technical Assessment and Response Team (START),
 Enforcement Support Services (ESS);
 Response Action Contracts (RAC); and
 Response Oversight Contracts (ROC)

L.13 DETERMINATION OF RESPONSE ACTION CONTRACTOR (RAC) STATUS

All offerors who decide to submit a proposal in response to this RFP, notwithstanding the restrictions in the Section L clause, "Ineligibility of Contractors Performing Response Action Contract Work from being Considered Eligible for Award" and this clause, must submit the information necessary to demonstrate eligibility for award with their cost proposal. Each offeror (and their subcontractors) who elect to compete for this contract (or for subcontracts under this contract) must affirmatively demonstrate that, at the time of contract award, it will not be (i) an EPA or non-EPA prime RAC as defined in the Section L clause, "Ineligibility of Contractors Performing Response Action Contract Work from being Considered Eligible for Award", (ii) a subcontractor to a prime EPA or non-EPA RAC performing work under the contract which creates a significant actual or potential conflict of interest (COI) with the work required under this contract, and (iii) in a relationship with a RAC (for example as an affiliate, parent or subsidiary) or other party that creates an actual or potential conflict of interest in performing work under this contract. Such offerors must describe measures taken to prevent interface between companies which could result in an actual or potential conflict of interest due to RAC status. Information submitted must include a complete description of the nature of work a firm currently is performing and why it is not RAC work or otherwise does not conflict with the work under this contract. The Contracting Officer must be satisfied that any measures taken to avoid such conflicts of interest will be effective and in place at time of contract award.

Prospective offerors that are currently performing response action work as EPA or non-EPA prime RACs (or doing subcontracting work for these RACs that creates an actual or potential COI with this contract work or are in a relationship with a restricted RAC that creates an actual or potential COI) but who claim that they will not be doing such work (or are no longer in the relationship) at the time of contract award, are required to show by clear and convincing evidence that they will no longer be performing the conflicting RAC (or be in the relationship) at the time of award of this contract.

If the prospective offeror is not itself an EPA or non-EPA RAC (prime or subcontractor), but is affiliated with or has a relationship with such a contractor, it must, should it elect to propose notwithstanding the restrictions contained in the Section L clause, "Ineligibility of Contractors Performing Response Action Contract Work from being Considered Eligible for Award" and this clause, submit along with its cost proposal information concerning measures it proposes to take to assure that its relationship with such RAC will not create an actual or potential conflict of interest in performing this contract work. The Contracting Officer must be satisfied that any measures proposed to avoid, neutralize or mitigate actual or potential

conflicts of interest will be effective and in force at the time of contract award in order for the offeror to be eligible for award consideration. Such offerors propose at their own risk and expense and with the express understanding that they still may be deemed ineligible for consideration for contract award because of their status notwithstanding proposal submission.

Offerors who are uncertain as to their RAC status and eligibility for award (including, but not limited to, subcontractors to prime EPA or non-EPA RACs, affiliates, etc.) Despite the information contained in the Section L clause, "Ineligibility of Contractors Performing Response Action Contract Work from being Considered Eligible for Award" and this clause, but who nonetheless elect to submit a proposal, do so at their own risk and expense and with the express understanding that they could be deemed ineligible for award consideration notwithstanding their submission of a proposal. Such offerors must submit with their cost proposal a complete description of the work they are performing for consideration by the Contracting Officer. The offeror must explain in detail the basis of its view that its work does not constitute response action work or that its work or relationship will not cause an actual or potential conflict of interest in performing the work under the contract.

All offerors who submit a proposal in response to this RFP must submit the information necessary to demonstrate eligibility for contract award with their cost proposal. For offerors who elect to compete, the Contracting Officer will determine, based on the information submitted, the prospective offerors' status and eligibility for contract award.

L.14 DISCLOSURE OF POTENTIAL ORGANIZATIONAL CONFLICTS OF INTEREST

a. The RFP provision entitled, "Organizational Conflict of Interest Certification (EPAAR 1552.209-72)," requires the offeror to certify whether it is or is not aware of any potential organizational conflict of interest. If the offeror is aware of a conflict, then the provision entitled "Organizational Conflict of Interest Notification (EPAAR 1552.209-70)," requires the offeror to provide a disclosure statement in its proposal describing all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and any directors, or any proposed consultant or subcontractors) may have a potential organizational conflict of interest.

b. The Agency has determined that firms/entities that perform response action work (including EPA prime response action contractors {RACs}, non-EPA prime RACs, and subcontractors to prime RACs performing response action work), or have organizational relationships or are affiliated with firms/entities that perform response action work, will have a potential conflict of interest and may be ineligible for award.

c. Offerors responding to this solicitation are required to disclose any such business relationships or activities that could create an actual or potential conflict of interest for the offeror in performing the work under the solicitation. The disclosure statement must address actual and potential organizational conflicts of interest within the offeror's entire corporate umbrella, including parent company, sister companies, affiliates, subsidiaries, and other interests held by the offeror. In addition to identifying actual or potential organizational conflicts of interest, the

disclosure statement shall describe how any such conflict can be avoided, neutralized, or mitigated. The EPA contracting officer will determine an offeror's eligibility for award based on the information provided in the disclosure statement.

d. The purpose of requiring the information covered by the paragraphs above is to provide the Agency with an opportunity to assess its vulnerabilities relative to organizational conflicts of interest of individual offerors prior to award. The Agency recognizes that there exists a need for firms to gain the requisite technical experience necessary to fulfill the requirements of the proposed contract and that such experience is often gained through provision of consulting or related technical services to firms in the hazardous waste industry. Accordingly, the fact that a firm has worked, is working, or plans to work for members of the hazardous waste community will not necessarily disqualify the firm from consideration for award on the basis of actual or potential conflicts of interest (COI). The more dependent a firm is on commercial work with members of the hazardous waste community, the greater the risk to the Agency that there will arise during contract performance a significant number of COI situations which would preclude the Agency from using the contractor's support. There is no set formula for determining how much corporate business or activity with members of the hazardous waste community would result in a determination by the contracting officer that award to a particular firm would not be in the best interest of the Government due to organizational conflict of interest concerns. Each offeror will be evaluated individually on the basis of the information disclosed pursuant to the requirements of this solicitation and upon the adequacy of the offeror's plan for avoiding, neutralizing, or mitigating such conflicts. In summary, the Agency is seeking a technically qualified firm which can demonstrate that its corporate base of activities will not impact its ability to provide unbiased work products to the Agency under the proposed contract.

L.15 ORGANIZATIONAL CONFLICT OF INTEREST PLAN

The offeror and its team subcontractors shall submit, along with its cost proposal, an Organizational Conflict of Interest Plan describing the system that will be employed to identify actual or potential conflict of interest situations that may arise as a result of the work under this contract. The offeror shall describe the steps that will be taken to avoid or mitigate an actual or potential conflict. The offeror must address organization conflicts of interest for past and future work. This plan shall be developed utilizing the RFP attachment "Minimum Standards for EPA Contractors' Conflict of Interest Plans" as a guide.

The plan will be evaluated in accordance with the criteria set forth in the Section M clause EVALUATION OF CONFLICT OF INTEREST PLAN.

L.16 PROPOSED CONTRACT START DATE--LEVEL OF EFFORT CONTRACT (EP 52.212-180) (AUG 1984)

For proposal preparation purposes, offerors may assume a contract start date of March 6, 2003 and that the required effort will be uniformly incurred throughout each contract period.

**L.17 GENERAL FINANCIAL AND ORGANIZATIONAL INFORMATION (EPAAR 1552.215-73)
(AUG 1999)**

Offerors or quoters are requested to provide information regarding the following items in sufficient detail to allow a full and complete business evaluation. If the question indicated is not applicable or the answer is none, it should be annotated. If the offeror has previously submitted the information, it should certify the validity of that data currently on file at EPA and to whom and where it was submitted or update all outdated information on file.

(a) Contractor's Name:-----

(b) Address (If financial records are maintained at some other location, show the address of the place where the records are kept):

(c) Telephone Number:-----

(d) Individual(s) to contact re this proposal:-----

(e) Cognizant Government:

Audit **Agency**:-----

Address:-----

Auditor:-----

(f) (1) Work Distribution for the Last Completed Fiscal Accounting Period:

Sales:

Government cost-reimbursement type prime contracts and subcontracts	\$ _____
Government fixed-price prime contracts and subcontracts ...	\$ _____
Commercial Sales.....	\$ _____
Total Sales.....	\$ _____

(2) Total Sales for first and second fiscal years immediately preceding last completed fiscal year.

Total Sales for First Preceding Fiscal Year.....	\$ _____
Total Sales for Second Preceding Fiscal Year.....	\$ _____

(g) Is company a separate rate entity or division?..

Yes _____

No _____

If a division or subsidiary corporation, name parent company:

(h) Date Company Organized:-----

(i) Manpower:

Total Employees:-----

Direct:-----

Indirect:-----

Standard Work Week (Hours):-----

(j) Commercial Products:-----

(k) Attach a current organizational chart of the company.

(l) Description of Contractor's system of estimating and accumulating costs under Government contracts. (Check appropriate blocks.)

	Estimated/ actual cost	Standard cost

Estimating System:		
Job Order.....	_____	_____
Process.....	_____	_____

Accumulating System:		
Job Order.....	_____	_____
Process.....	_____	_____

Has your cost estimating system been approved by any Government **agency**?

Yes _____ No _____

If yes, give name, date or approval, and location of **agency**:

Has your cost accumulation system been approved by any Government **agency**?

Yes _____ No _____

If yes, give name, date of approval, and address of **agency**:

(m) What is your fiscal year period? (Give month-to-month dates):

What were the indirect cost rates for your last completed fiscal year?

Fiscal year	Indirect cost rate	Basis of allocation
Fringe Benefits.....	_____	_____
Overhead.....	_____	_____
G&A Expense.....	_____	_____
Other.....	_____	_____

(n) Have the proposed indirect cost rate(s) been evaluated and accepted by any Government **agency**?

Yes _____ No _____

If yes, give name, date of approval, and location of the Government **agency**:

Date of last preaward audit review by a Government **agency**:

If the answer is no, data supporting the proposed rates must accompany the cost or price proposal. A breakdown of the items comprising overhead and G&A must be furnished.

(o) Cost estimating is performed by:

Accounting Department-----

Contracting Department-----

Other (describe)-----

(p) Has system of control of Government property been approved by a Government **agency**?

Yes _____ No _____

If yes, give name, date of approval, and location of the Government **agency**:

(q) Purchasing System: FAR 44.302 requires EPA, where it is the cognizant Government **agency**, to conduct a Contractor Purchasing System Review for each contractor whose sales to the Government, using other than sealed bid procedures, are expected to exceed \$25 million (annual billings) during the next twelve months. The \$25 million sales threshold is comprised of prime contracts, subcontractors under Government prime contracts, and modifications (except when the negotiated price is based on established catalog or market prices or is set by law or regulation). Has your purchasing system been approved by a Government **agency**?

Yes _____ No _____

If yes, name and location of the Government **agency**:

Period of Approval:-----

If no, do you estimate that your negotiated sales to the Government during the next twelve months will meet the \$25 million threshold?

Yes _____ No _____

If you responded yes to the \$25 million threshold question, is EPA the cognizant **agency** for your organization based on the preponderance of Government contract dollars?

Yes _____ No _____

If EPA is not your cognizant Government **agency**, provide the name and location of the cognizant **agency** _____

Are your purchasing policies and procedures written?

Yes _____ No _____

(r) Does your firm have an established written incentive compensation or bonus plan?

Yes _____ No _____

(s) Additionally, offerors shall submit current financial statements, including a Balance Sheet, Statement of Income (Loss), and Cash Flow for the last two completed fiscal years. Specify resources available to perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

L.18 PAST PERFORMANCE INFORMATION (EPAAR 1552.215-75) (OCT 2000)

(a) Offerors shall submit the information requested below as part of their proposal for both the offeror and any proposed subcontractors for subcontracts expected to exceed \$1,000,000. The information may be submitted prior to other parts of the proposal in order to assist the Government in reducing the evaluation period.

(b) Offerors shall submit a list of all or at least 5 contracts and subcontracts completed in the last 5 years, and all contracts and subcontracts currently in process, which are similar in nature to this requirement.

(1) The contracts and subcontracts listed may include those entered into with Federal, State and local governments, and commercial businesses, which are of similar scope, magnitude, relevance, and complexity to the requirement which is described in the RFP. Include the following information for each contract and subcontract listed:

- (a) Name of contracting activity.
- (b) Contract number.

- (c) Contract title.
- (d) Contract type.
- (e) Brief description of contract or subcontract and relevance to this requirement.
- (f) Total contract value.
- (g) Period of performance.
- (h) Contracting officer, telephone number, and E-mail address (if available).
- (i) Program manager/project officer, telephone number, and E-mail address (if available).
- (j) Administrative Contracting officer, if different from (h) above, telephone number, and E-mail address (if available).
- (k) List of subcontractors (if applicable).
- (l) Compliance with subcontracting plan goals for small disadvantaged business concerns, monetary targets for small disadvantaged business participation, and the notifications submitted under FAR 19.1202-4 (b), if applicable.

(c) Offerors should not provide general information on their performance on the identified contracts and subcontracts. General performance information will be obtained from the references.

(1) Offerors may provide information on problems encountered and corrective actions taken on the identified contracts and subcontracts.

(2) References that may be contacted by the Government include the contracting officer, program manager/project officer, or the administrative contracting officer identified above.

(3) If no response is received from a reference, the Government will make an attempt to contact another reference identified by the offeror, to contact a reference not identified by the offeror, or to complete the evaluation with those references who responded. The Government shall consider the information provided by the references, and may also consider information obtained from other sources, when evaluating an offeror's past performance.

(4) Attempts to obtain responses from references will generally not go beyond two telephonic messages and/or written requests from the Government, unless otherwise stated in the solicitation. The Government is not obligated to contact all of the references identified by the offeror.

(d) If negative feedback is received from an offeror's reference, the Government will compare the negative response to the responses from the offeror's other references to note differences. A score will be assigned appropriately to the offeror based on the information. The offeror will be given the opportunity to address adverse past performance information obtained from references on which the offeror has not had a previous opportunity to comment, if that information makes a difference in the Government's decision to include the offeror in or exclude the offeror from the competitive range. Any past performance deficiency or significant weakness will be discussed with offerors in the competitive range during discussions.

(e) Offerors must send Client Authorization Letters (see Section J of the solicitation) to each reference listed in their proposal to assist in the

timely processing of the past performance evaluation. Offerors are encouraged to consolidate requests whenever possible (i.e., if the same reference has several contracts, send that reference a single notice citing all applicable contracts). Offerors may send Client Authorization Letters electronically to references with copies forwarded to the contracting officer.

(1) If an offeror has no relevant past performance history, an offeror must affirmatively state that it possesses no relevant past performance history.

(2) Client Authorization Letters should be mailed or E-mailed to individual references no later than five (5) working days after proposal submission. The offeror should forward a copy of the Client Authorization Letter to the contracting officer simultaneously with mailing to references.

(f) Each offeror may describe any quality awards or certifications that indicate the offeror possesses a high-quality process for developing and producing the product or service required. Such awards or certifications include, for example, the Malcolm Baldrige Quality Award, other Government quality awards, and private sector awards or certifications.

(1) Identify the segment of the company (one division or the entire company) which received the award or certification.

(2) Describe when the award or certification was bestowed. If the award or certification is over three years old, present evidence that the qualifications still apply.

(g) Past performance information will be used for both responsibility determinations and as an evaluation factor for award. The Past Performance Questionnaire identified in section J will be used to collect information on an offeror's performance under existing and prior contracts/subcontracts for products or services similar in scope, magnitude, relevance, and complexity to this requirement in order to evaluate offerors consistent with the past performance evaluation factor set forth in section M. References other than those identified by the offeror may be contacted by the Government and used in the evaluation of the offeror's past performance.

(h) Any information collected concerning an offeror's past performance will be maintained in the official contract file.

(i) In accordance with FAR 15.305 (a) (2) (iv), offerors with no relevant past performance history, or for whom information on past performance is not available, will be evaluated neither favorably nor unfavorably on past performance.

L.19 TECHNICAL QUESTIONS (EP 52.215-110) (APR 1984)

Offerors must submit all technical questions concerning this solicitation in writing to the contract specialist. EPA must receive the questions no later than 15 calendar days after the date of this solicitation. EPA will answer questions which may affect offers in an amendment to the solicitation. EPA will not reference the source of the questions. All technical questions concerning this solicitation shall be sent to the Contract Specialist, Doreen Stern, at fax number (202) 565-2558 or e-mail address stern.doreen@epa.gov.

**L.20 RELEASE OF COST OR PRICING PROPOSALS OUTSIDE THE GOVERNMENT FOR AUDIT
(EP 52.215-115) (MAR 1989)**

Cost or pricing proposals submitted in response to this solicitation may be released outside the Government for audit purposes regardless of whether information contained in such proposals has been claimed or determined to be business confidential. If an outside audit is obtained, the non-Government auditor shall use the information only for audit purposes; shall not disclose any information in the proposals to anyone other than authorized EPA employees without the prior written approval of the Assistant General Counsel responsible for information law matters; and shall return all copies of proposals, as well as any abstracts, to the Government upon completion of the audit. The non-Government auditor shall obtain a written agreement from each of its employees with access to the proposals to honor these limitations prior to allowing the employee access.

**L.21 PROCEDURES FOR PARTICIPATION IN THE EPA MENTOR-PROTEGE PROGRAM (EPAAR
1552.219-71) (OCT 2000)**

(a) This provision sets forth the procedures for participation in the EPA Mentor-Protege Program (hereafter referred to as the Program). The purpose of the Program is to increase the participation of concerns owned and/or controlled by socially and economically disadvantaged individuals as subcontractors, suppliers, and ultimately as prime contractors; to establish a mutually beneficial relationship between these concerns and EPA's large business prime contractors (although small businesses may participate as Mentors); to develop the technical and corporate administrative expertise of these concerns, which will ultimately lead to greater success in competition for contract opportunities; to promote the economic stability of these concerns; and to aid in the achievement of goals for the use of these concerns in subcontracting activities under EPA contracts. If the successful offeror is accepted into the Program they shall serve as a Mentor to a Protege firm(s), providing developmental assistance in accordance with an agreement with the Protege firm(s).

(b) To participate as a Mentor, the offeror must receive approval in accordance with paragraph (h) of this section.

(c) A Protege must be a concern owned and/or controlled by socially and economically disadvantaged individuals within the meaning of section 8(a)(5) and (6) of the Small Business Act (15 U.S.C. 673(a)(5) and (6)), including historically black colleges and universities. Further, in accordance with Public Law 102-389 (the 1993 Appropriation Act), for EPA's contracting purposes, economically and socially disadvantaged individuals shall be deemed to include women.

(d) Where there may be a concern regarding the Protege firm's eligibility to participate in the program, the protege's eligibility will be determined by the contracting officer after the SBA has completed any formal determinations.

(e) The offeror shall submit an application in accordance with paragraph (k) of this section as part of its proposal which shall include as a minimum the following information.

(1) A statement and supporting documentation that the offeror is currently performing under at least one active Federal contract with an approved subcontracting plan and is eligible for the award of Federal contracts;

(2) A summary of the offeror's historical and recent activities and accomplishments under any disadvantaged subcontracting programs. The offeror is encouraged to include any initiatives or outreach information believed pertinent to approval as a Mentor firm;

(3) The total dollar amount (including the value of all option periods or quantities) of EPA contracts and subcontracts received by the offeror during its two preceding fiscal years. (Show prime contracts and subcontracts separately per year);

(4) The total dollar amount and percentage of subcontract awards made to all concerns owned and/or controlled by disadvantaged individuals under EPA contracts during its two preceding fiscal years. If recently required to submit a SF 295, provide copies of the two preceding year's reports;

(5) The number and total dollar amount of subcontract awards made to the identified Protege firm(s) during the two preceding fiscal years (if any).

(f) In addition to the information required by paragraph (e) of this section, the offeror shall submit as a part of the application the following information for each proposed Mentor-Protege relationship:

(1) Information on the offeror's ability to provide developmental assistance to the identified Protege firm and how the assistance will potentially increase contracting and subcontracting opportunities for the Protege firm.

(2) A letter of intent indicating that both the Mentor firm and the Protege firm intend to enter into a contractual relationship under which the Protege will perform as a subcontractor under the contract resulting from this solicitation and that the firms will negotiate a Mentor-Protege agreement. The letter of intent must be signed by both parties and contain the following information:

(i) The name, address and phone number of both parties;

(ii) The Protege firm's business classification, based upon the NAICS code(s) which represents the contemplated supplies or services to be provided by the Protege firm to the Mentor firm;

(iii) A statement that the Protege firm meets the eligibility criteria;

(iv) A preliminary assessment of the developmental needs of the Protege firm and the proposed developmental assistance the Mentor firm envisions providing the Protege. The offeror shall address those needs and how their assistance will enhance the Protege. The offeror shall develop a schedule to assess the needs of the Protege and establish criteria to evaluate the success in the Program;

(v) A statement that if the offeror or Protege firm is suspended or

debarred while performing under an approved Mentor-Protege agreement the offeror shall promptly give notice of the suspension or debarment to the EPA Office of Small Disadvantaged Business Utilization (OSDBU) and the contracting officer. The statement shall require the Protege firm to notify the Contractor if it is suspended or debarred.

(g) The application will be evaluated on the extent to which the offeror's proposal addresses the items listed in paragraphs (e) and (f) of this section. To the maximum extent possible, the application should be limited to not more than 10 single pages, double spaced. The offeror may identify more than one Protege in its application.

(h) If the offeror is determined to be in the competitive range, or is awarded a contract without discussions, the offeror will be advised by the contracting officer whether their application is approved or rejected. The contracting officer, if necessary, may request additional information in connection with the offeror's submission of its revised or best and final offer. If the successful offeror has submitted an approved application, they shall comply with the clause titled "Mentor-Protege Program."

(i) Subcontracts of \$1,000,000 or less awarded to firms approved as Proteges under the Program are exempt from the requirements for competition set forth in FAR 44.202-2(a)(5), and 52.244-5(b). However, price reasonableness must still be determined and the requirements in FAR 44.202-2(a)(8) for cost and price analysis continue to apply.

(j) Costs incurred by the offeror in fulfilling their agreement(s) with a Protege firm(s) are not reimbursable as a direct cost under the contract. Unless EPA is the responsible audit agency under FAR 42.703-1, offerors are encouraged to enter into an advance agreement with their responsible audit agency on the treatment of such costs when determining indirect cost rates. Where EPA is the responsible audit agency, these costs will be considered in determining indirect cost rates.

(k) Submission of Application and Questions Concerning the Program. The application for the Program for Headquarters and Regional procurements shall be submitted to the contracting officer, and to the EPA OSDBU at the following address:

Socioeconomic Business Program Officer,
Office of Small and Disadvantaged Business Utilization,
U.S. Environmental Protection Agency,
Ariel Rios Building (1230A),
1200 Pennsylvania Avenue, NW,
Washington, DC 20460,
Telephone: (202) 564-4322,
Fax: (202) 565-2473.

The application for the Program for RTP procurements shall be submitted to the contracting officer, and to the Small Business Specialist at the following address:

Small Business Program Officer,
RTP Procurement Operations Division (E105-02),
U.S. Environmental Protection Agency,
Research Triangle Park, NC 27711,
Telephone: (919) 541-2249,
Fax: (919) 541-5539.

The application for the Program for Cincinnati procurements shall be submitted to the contracting officer, and to the Small Business Specialist at the following address:

Small and Disadvantaged Business Utilization Officer,
Cincinnati Procurement Operations Division (CPOD-Norwood),
U.S. Environmental Protection Agency,
26 West Martin Luther King Drive,
Cincinnati, OH 45268,
Telephone: (513) 487-2024
Fax: (513) 487-2004.

**L.22 SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM (EPAAR 1552.219-72)
(OCT 2000)**

(a) Section M of this solicitation contains a source selection factor or subfactor related to the participation of small disadvantaged business (SDB) concerns in the performance of the contract. The nature of the evaluation of an SDB offeror under this evaluation factor or subfactor is dependent upon whether the SDB concern qualifies for the price evaluation adjustment under the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns and whether the SDB concern specifically waives this price evaluation adjustment.

(b) In order to be evaluated under the source selection factor or subfactor, an offeror must provide, with its offer, the following information:

(1) The extent of participation of SDB concerns in the performance of the contract in terms of the value of the total acquisition. Specifically, offerors must provide targets, expressed as dollars and percentages of the total contract value, for SDB participation in the applicable and authorized North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. Total dollar and percentage targets must be provided for SDB participation by the prime contractor, including team members and joint venture partners. In addition, total dollar and percentage targets for SDB participation by subcontractors must be provided and listed separately;

(2) The specific identification of SDB concerns to be involved in the performance of the contract;

(3) The extent of commitment to use SDB concerns in the performance of the contract:

(4) The complexity and variety of the work the SDB concerns are to perform; and

(5) The realism of the proposal to use SDB concerns in the performance of the contract.

(c) An SDB offeror who waives the price evaluation adjustment provided in FAR 52.219-23 shall provide, with their offer, targets, expressed as dollars and percentages of the total contract value, for the work that it intends to perform as the prime contractor in the applicable and authorized North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. All of the offeror's identified targets described in paragraphs (b) and (c) of this clause will be incorporated into and made part of any resulting contract.

L.23 IDENTIFICATION OF SET-ASIDE/8A PROGRAM APPLICABILITY (EP 52.219-100) (FEB 1991)

This new procurement is being processed as follows:

(a) Type of set-aside: No Applicable Set-Aside

Percent of the set-aside: Not Applicable

(b) 8(a) Program: Not Applicable

L.24 SUBCONTRACTING PROGRAM PLAN FOR UTILIZATION OF SMALL BUSINESS AND SMALL DISADVANTAGED BUSINESS CONCERNS (EP 52.219-125) (AUG 1984)

As part of the initial offer, offerors shall submit a subcontracting plan as called for by FAR 52.219-9.

L.25 SUBCONTRACTING GOALS FOR UTILIZATION OF SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS, WOMEN-OWNED BUSINESS, HUBZONE AND SERVICE DISABLED VETERAN CONCERNS

The EPA recommends the following subcontracting goals for this procurement:

Small Business Concerns	50%
Small Disadvantaged Business Concerns	20%
Woman-owned Business Concerns	6%
HubZones	2.5%
Service Disabled Veteran Concerns	3%

L.26 NOTICE OF FILING REQUIREMENTS FOR AGENCY PROTESTS (EPAAR 1552.233-70) (JUL 1999)

Agency protests must be filed with the Contracting Officer in accordance with the requirements of FAR 33.103(d) and (e). Within 10 calendar days after receipt of an adverse Contracting Officer decision, the protester may submit a written request for an independent review by the Head of the Contracting Activity. This independent review is available only as an appeal of a Contracting Officer decision on a protest. Accordingly, as provided in 4 CFR 21.2(a)(3), any protest to the GAO must be filed within 10 days of knowledge of the initial adverse Agency action.

**L.27 ACCESS TO FEDERAL INSECTICIDE, FUNGICIDE, AND RODENTICIDE ACT
CONFIDENTIAL BUSINESS INFORMATION (EPAAR 1552.235-73) (APR 1996)**

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA Information Security Manual." These procedures include applying for FIFRA CBI access authorization for each individual working under the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-77 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

**L.28 ACCESS TO TOXIC SUBSTANCES CONTROL ACT CONFIDENTIAL BUSINESS INFORMATION
(EPAAR 1552.235-75) (APR 1996)**

In order to perform duties under the contract, the Contractor will need to be authorized for access to Toxic Substances Control Act (TSCA) confidential business information (CBI). The Contractor and all of its employees handling CBI while working under the contract will be required to follow the procedures contained in the security manual entitled "TSCA Confidential Business Information Security Manual." These procedures include applying for TSCA CBI access authorization for each individual working under the contract who will have access to TSCA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and 1552.235-78 that are appropriate to the activities set forth in the contract.

Until EPA has inspected and approved the Contractor's facilities, the Contractor may not be authorized for TSCA CBI access away from EPA facilities.

L.29 ACCESS TO TSCA CONFIDENTIAL BUSINESS INFORMATION (EP 52.235-100) (AUG 1993)

In order to perform duties under the contract, the Contractor will need to be authorized for access to Toxic Substances Control Act (TSCA) Confidential Business Information (CBI). The Contractor and some or all of its employees working under the contract will be required to follow the procedures contained in the security manual entitled "TSCA Confidential Business Information Security Manual". These procedures include applying for TSCA CBI access authorization for each individual working under the contract who will have access to TSCA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71 and EP52.235-120 that are appropriate to the activities set forth in the contract.

Until EPA has inspected and approved the Contractor's facilities, the Contractor may not be authorized for TSCA CBI access away from EPA facilities.

L.30 ACCESS TO FIFRA CONFIDENTIAL BUSINESS INFORMATION (EP 52.235-130) (AUG 1993)

In order to perform duties under the contract, the Contractor will need to be authorized for access to Federal Insecticide, Fungicide, Rodenticide Act (FIFRA) Confidential Business Information (CBI). The Contractor and some or all of its employees working under the contract will be required to follow the procedures contained in the security manual entitled "FIFRA Information Security Manual". These procedures include applying for FIFRA CBI access authorization for each individual working under the contract who will have access to FIFRA CBI, execution of confidentiality agreements, and designation by the Contractor of an individual to serve as a Document Control Officer. The Contractor will be required to abide by those clauses contained in EPAAR 1552.235-70, 1552.235-71, and EP52.235-140 that are appropriate to the activities set forth in the contract.

Until EPA has approved the Contractor's security plan, the Contractor may not be authorized for FIFRA CBI access away from EPA facilities.

L.31 DETERMINATION OF RESPONSIBILITY -- CONFLICT OF INTEREST

a. The Contracting Officer will perform a determination of responsibility for the apparent successful offeror in accordance with FAR 9.104. The responsibility determination will include, among other factors, consideration of any actual or potential organizational conflicts of interest that the apparent successful offeror has. If the Contracting Officer determines that the apparent successful offeror has an actual or potential conflict of interest which, in the Contracting Officer's opinion, cannot reasonably be avoided, neutralized or mitigated, the offeror, after being given an opportunity to address the CO's concerns, may be determined to be nonresponsible and will be deemed ineligible for award.

b. In assessing the potential for conflicts of interest, the Contracting Officer will review the information furnished in response to the Section (L) provision entitled, "Disclosure of Potential Organizational Conflicts of Interest" (as well as information submitted under the solicitation's other conflict of interest provisions) and the Conflict of Interest Plan furnished in accordance with the Section (L) provision entitled "Organizational Conflict of Interest Plan." As stated in the "Disclosure of Potential Organizational Conflicts of Interest" provision below, there is no precise formula for determining what would represent an acceptable level of risk to the Government when considering conflict of interest issues. The Conflict of Interest Plan will, however, be evaluated as acceptable or unacceptable based on the following:

1. The "Minimum Standards for EPA Contractor's Conflict of Interest Plans" (RFP Attachment 4);

2. The adequacy of the offeror's plan for avoiding, neutralizing or mitigating existing actual or potential organizational conflicts of interest that were identified prior to contract award.

Therefore, an apparent successful offeror who submits a Conflict of Interest Plan that is determined to be unacceptable at the time of contract award will not be eligible for award.

SECTION M - EVALUATION FACTORS FOR AWARD**M.1 EVALUATION OF OPTIONS (FAR 52.217-5) (JUL 1990)**

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirements. Evaluation of options will not obligate the Government to exercise the option(s).

M.2 EPA SOURCE EVALUATION AND SELECTION PROCEDURES--NEGOTIATED PROCUREMENTS (EPAAR 1552.215-70) (AUG 1999)

(a) The Government will perform source selection in accordance with FAR Part 15 and the EPA Source Evaluation and Selection Procedures in EPAAR Part 1515 (48 CFR Part 1515). The significant features of this procedure are:

- (1) The Government will perform either cost analysis or price analysis of the offeror's cost/business proposal in accordance with FAR Parts 15 and 31, as appropriate. In addition, the Government will also evaluate proposals to determine contract cost or price realism. Cost or price realism relates to an offeror's demonstrating that the proposed cost or price provides an adequate reflection of the offeror's understanding of the requirements of this solicitation, i.e., that the cost or price is not unrealistically low or unreasonably high.
- (2) The Government will evaluate technical proposals as specified in 1552.215-71, Evaluation Factors for Award.

(b) In addition to evaluation of the previously discussed elements, the Government will consider in any award decision the responsibility factors set forth in FAR Part 9.

M.3 EVALUATION FACTORS FOR AWARD (EPAAR 1552.215-71) (AUG 1999)

(a) The Government will make award to the responsible offeror(s) whose offer conforms to the solicitation and is most advantageous to the Government cost or other factors considered. For this solicitation, all evaluation factors other than cost or price when combined are significantly more important than cost or price.

(b) Evaluation factors and significant subfactors to determine quality of product or service provided as Attachment #6, entitled "Technical Evaluation Criteria."

M.4 EVALUATION OF ORGANIZATIONAL CONFLICT OF INTEREST PLAN

The organizational conflict of interest plan as described in the Section L clause entitled "Organizational Conflict of Interest Plan," will be evaluated as acceptable or unacceptable. Notwithstanding the evaluation of an offeror with respect to the technical evaluation criteria or the evaluation of an offeror's cost, an offeror that submits a plan that is ultimately unacceptable will not be eligible for a contract award.

M.5 EVALUATION OF SUBCONTRACTING PLAN

The Subcontracting Plan as described in the Section L clause entitled "Subcontracting Plan for Utilization of Small Business, Small Disadvantaged Business, Woman-owned Business, HubZone and Service Disabled Veterans Concerns," will be evaluated as acceptable or unacceptable. Notwithstanding the evaluation of an offeror with respect to the technical evaluation criteria or the evaluation of an offeror's cost, an offeror that submits a plan that is ultimately unacceptable will not be eligible for a contract award.

M.6 SMALL DISADVANTAGED BUSINESS PARTICIPATION EVALUATION FACTOR (EPAAR 1552.219-74) (OCT 2000)

Under this factor [or subfactor, if appropriate], offerors will be evaluated based on the demonstrated extent of participation of small disadvantaged business (SDB) concerns in the performance of the contract in each of the authorized and applicable North American Industry Classification System (NAICS) Industry Subsectors as determined by the Department of Commerce. As part of this evaluation, offerors will be evaluated based on:

(1) The extent to which SDB concerns are specifically identified to participate in the performance of the contract;

(2) The extent of the commitment to use SDB concerns in the performance of the contract (enforceable commitments will be weighed more heavily than nonenforceable commitments);

(3) The complexity and variety of the work the SDB concerns are to perform under the contract;

(4) The realism of the proposal to use SDB concerns in the performance of the contract; and

(5) The extent of participation of SDB concerns, at the prime contractor and subcontractor level, in the performance of the contract (in the authorized and applicable NAICS Industry Subsectors in terms of dollars and percentages of the total contract value.

ATTACHMENT 1

STATEMENT OF WORK

HAZARD RANKING SYSTEM
AND NATIONAL PRIORITIES LIST TECHNICAL SUPPORT

STATEMENT OF WORK
RFP # PR-HQ-02-11697

I. PURPOSE

The purpose of this procurement is to obtain the technical and analytical services of a contractor to provide support to the U.S. Environmental Protection Agency's (EPA's) Office of Emergency and Remedial Response (OERR) in assessing and implementing National Priorities List (NPL) activities.

II. BACKGROUND

The Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) (42 U.S.C. 9601 *et seq.*), enacted on December 11, 1980, as amended, established broad authority for the Government to respond to problems posed by releases or threats of release of a hazardous substance, pollutant, or contaminant. Responsibilities under CERCLA include: Section 104, Response Authorities; and Section 105, National Contingency Plan.

CERCLA required the Federal Government to establish criteria for setting priorities among releases of hazardous substances, pollutants, and contaminants. EPA responded by developing the Hazard Ranking System (HRS), a scoring system which serves as the primary decision tool for determining which sites are placed on the National Priorities List (NPL). The HRS evaluates four pathways of exposure: groundwater, surface water, soil exposure, and air. For each pathway, the HRS evaluates: (1) the likelihood of release to the media, (2) characteristics of waste (toxicity, quantity, etc.), and (3) targets (actual or potentially exposed receptors). Sites that score 28.5 or greater are eligible for placement on the NPL. The NPL is EPA's list of priority hazardous waste sites. Sites on the NPL are eligible for Federal funding to perform remedial actions.

For the purposes of this contract, the site assessment process consists of the evaluation and the placement of sites on the NPL. After discovery, the site is evaluated by the regions, States, or Federal agencies by a preliminary assessment (PA). A PA is an initial screening of the site in which all available data (e.g., past industrial activity, permit history, location of drinking water intakes) are collected and reviewed. If warranted by the PA, a site inspection (SI) is conducted. A SI involves on-site work that usually includes collection and analysis of suspected contaminated soil, surface water, groundwater, and air samples. In many instances, integrated assessments, which combine activities of the PA, SI, and removal assessment, are conducted at sites.

If warranted by the SI, the site is formally evaluated for placement on the NPL. To determine an HRS score, all of the data gathered during the PA and SI stages are analyzed using the HRS. The HRS packages—documentation of the Agency's rationale, data, scoring procedures, overall score, and references—are prepared by the States, EPA regions, Headquarters contractor, and other participants in the NPL process. The packages are submitted through the regional EPA offices to OERR. The OERR NPL coordinator for each EPA region reviews the initial submission of a site package to ensure basic quality control standards are met. If they are, the HRS package is forwarded to the contractor to provide support by performing a detailed quality assurance/quality control (QA/QC) review and analysis. After QA/QC reviews are completed, sites with an HRS score of 28.5 or greater are eligible for proposal to the NPL. For those sites determined to be appropriate for NPL listing, the HRS packages are placed in the Superfund docket for public review when the proposed rule is published in the *Federal Register*.

Placing sites on the NPL is a two-stage process. First, sites are proposed to the NPL, and a 60-day comment period follows. The public comments on proposed sites are evaluated for technical accuracy and policy issues, and detailed responses are prepared. Second, following analysis and response to the public comments, sites still meeting the scoring criteria are placed on the NPL via a final rule. After a final rule, a period of 90 days is allowed for the public to file legal challenges to the Agency's decision to place the sites on the final NPL.

The National Contingency Plan (NCP), at 40 CFR 300.425(e), establishes that a site may be deleted from the NPL once it has been cleaned up, and it establishes the criteria and process that the Agency uses to accomplish this. After consulting with the State, EPA publishes a notice of intent to delete, citing the relevant criteria that have been met. A response to each significant comment and any significant new data submitted during the comment period are included in a response document in the final deletion package. Typically, the response summaries and final deletion notices are prepared by the EPA regions.

On November 1, 1995, EPA published a *Federal Register* notice announcing a new policy allowing portions of sites to be deleted from the NPL. Procedures for partial deletions are the same as for entire site deletions; however, partial deletions require additional locational tracking and mapping support.

In July 2001, the Deputy Administrator directed the development of an action plan to address the recommendations in the Resources for the Future (RFF) report to Congress, *Superfund's Future, What Will It Cost?* Specifically, the plan called for the creation of a Superfund Subcommittee under the auspices of the Agency's National Advisory Council for Environmental Policy and Technology (NACEPT).

In the fall of 2001, the Agency broadened the purview of the action plan and the Superfund Subcommittee's scope by introducing a "one cleanup program" framework. This framework calls for the members to consider, as it contemplates other issues, how the Nation's waste programs

can work together in a more effective and unified fashion, so that citizens can be assured that federal, state and local governments are working cooperatively to make sites safe for their intended uses. Specific issues for which the Agency seeks stakeholder input include: (1) the role of the NPL; (2) mega sites (defined as total removal and remedial cost exceeding \$50 million); and (3) program performance measures.

III. GENERAL PROGRAM SUPPORT

General program support under this contract includes the following categories:

- (1) Support for coordination with other EPA offices and Federal and State agencies.
- (2) Development of general technical guidance, fact sheets, and reports.
- (3) Support in research, compilation, coordination, and analysis of technical data.
- (4) Formulation of alternative approaches to existing procedures and operations. EPA will make all final decisions regarding procedures and operations.
- (5) Presentation (oral, written, etc.) or reports of findings and alternative approaches.
- (6) Research and analysis to support issue paper development, including on quick response projects.
- (7) Information management support (e.g., using packaged software to extract data from existing systems, constructing data for analytical and information purposes and reporting).

IV. TASKS

1. QUALITY ASSURANCE/QUALITY CONTROL (QA/QC) REVIEW OF HRS PACKAGES

_____The contractor shall support EPA in the technical QA/QC reviews of HRS documentation record packages. This work includes the review of site-specific technical information and analyses received from EPA regional offices, States, Indian Tribes, and Headquarters contractor to ensure that the HRS packages are legally defensible. The Agency plans to promulgate about four proposed rules each year and anticipates it will propose approximately 20-40 sites to the NPL annually. This support includes the following tasks.

- 1.1. QA/QC of HRS Documentation Record Packages.** The contractor shall examine and verify the HRS documentation record packages as outlined in a contractor-generated standard operating procedure (SOP) which will be approved by EPA. The review shall be consistent with the schedule for the NPL proposal rules. Specifically, the contractor shall evaluate the HRS packages to ensure that the HRS is properly and consistently applied and the score is mathematically correct; is consistent with EPA guidance; and uses EPA-determined best available data (e.g., most recent data). The contractor shall identify data gaps in site packages and evaluate the adequacy of documentation supporting the HRS score, including sampling data. The contractor shall ensure that the major contributing factors are technically defensible and shall make recommendations on how to resolve technical problems. After completion of the review for each site, the contractor shall document and prepare recommendations outlining the data gaps/problems in the package for OERR approval and further disposition. Throughout the process, the contractor shall track the status/progress of each package.

The contractor shall perform QA/QC review of the HRS package which consists of verifying the analysis and data supporting HRS scores for the NPL candidate sites. Site-specific technical information acquired by EPA regions, States, Indian Tribes, and Federal agencies for each site shall be examined to ensure validity and consistency for producing a legally defensible HRS package. The contractor shall verify consistency with both the HRS and EPA guidance, national consistency, suitability of data, and ensure completeness of documentation. Deficiencies in the HRS package shall be documented and submitted to the Headquarters work assignment manager, the Headquarters NPL coordinator, and the EPA region, State, or Indian Tribe that is responsible for revising the HRS package. Alternatively, minor changes shall be made by the contractor after discussion and concurrence by the EPA region, State, or Indian Tribe. If questions of policy interpretation arise, the contractor shall refer the issue to the appropriate EPA Headquarters program staff for resolution.

During QA/QC of an HRS package, the contractor shall communicate regularly with those parties responsible for the site, such as the regional NPL coordinator and the Headquarters regional coordinator, as well as other participants who support the Agency (e.g., in preparation of the HRS package, or in the field work), so that these individuals may be informed of issues associated with the HRS package.

The contractor shall support OERR staff by accompanying and supporting staff members during visits to the regions approximately once a year, or more frequently if specified by EPA, to review potential NPL sites and provide early technical support for those sites at various stages of consideration for preparation of the HRS package. Examples of technical recommendations are possible sampling strategies at a site to meet HRS scoring requirements, discussion of potential scoring issues and strategies,

and discussion concerning data gaps. At all times, contractor personnel shall identify themselves and their organization to avoid creating any impression that they are government officials.

- 1.2. **Streamlined QA of HRS Documentation Record Packages.** This QA review is designed to address major QA issues and ensure a supportable score, but not provide some of the QA details identified for more complicated sites. These sites are typically one pathway with no potentially responsible party.
- 1.3. **Deep QA of HRS Documentation Record Packages.** In certain cases where EPA perceives a high risk of litigation regarding a site, EPA may task the contractor to, in addition to its QA/QC review, provide a more extensive and in-depth review of the documents, e.g., (1) review sampling documentation and procedures, (2) review data quality, and (3) ensure HRS documentation record package integrity.

2. **TECHNICAL SUPPORT FOR RESPONSE TO COMMENTS RECEIVED DURING RULEMAKING/LEGAL DEFENSE OF NPL LISTING DECISIONS**

The contractor shall support OERR in the Agency's response to technical comments received on sites proposed for the NPL. This support includes the following tasks.

- 2.1. **Response to Comments.** The contractor shall review each comment and identify and summarize all technical and policy issues associated with them. For technical issues, the contractor shall support the Agency by evaluating new data and/or assumptions in the comments; identifying additional information needs; reviewing the HRS packages, if necessary; and drafting for OERR review and approval technically accurate responses to comments which reflect EPA's regulations and policies and the available data. Throughout, the contractor shall track the status and progress of each HRS package.

EPA plans to promulgate about four final rules each year. The Agency anticipates the total number of sites finalized on the NPL will total approximately 20-35 each year. Comments received on a site are increasingly technically complex and range from a few pages to several hundred pages. The Agency response to comments for a particular site ranges from a few pages to more than 300 pages. The response average is approximately 30 pages.

- 2.2. **Legal Defense of NPL Listing Decisions.** The contractor shall provide technical support for the Agency's legal defense of its NPL decisions. This support includes the following:

- Identify and address the technical issues raised by the petitioner;
- Support OERR in reviewing the petitions and determining whether the technical issues are accurate and valid;
- Make recommendations to OERR on the best technical response to the issues, and provide documentation for EPA's use in developing its position.

3. TRAINING

The contractor shall support OERR to (1) develop training materials on the site assessment process, including the correct application of the HRS (i.e., HRS scoring and documentation record package preparation by the regions, States and Indian Tribes); (2) ensure correct usage of the PA and SI process; and (3) present the training to EPA regions, States, Indian Tribes, Federal agencies, and other participants. The contractor shall also support OERR in the review of training produced by other parties to ensure that all training materials are consistent with the HRS and current guidance. This shall require the contractor to present general overviews of the HRS site assessment process. In its support of OERR, the contractor shall be responsible for making facility arrangements and analyzing training evaluation forms. EPA will review all training materials prior to their use.

3.1. HRS Training. The contractor shall conduct HRS training in each region annually. All training presentations shall reflect thorough knowledge and understanding of the QC and QA process for reviewing HRS packages, the NPL listing process, the HRS Guidance Manual, EPA guidance and policies, and other guidance resolutions relating to site assessment and preparing HRS packages. This training typically lasts five days.

3.2. HRS Minicourse. The HRS minicourse is an abbreviated version of the HRS training course and lasts approximately two days, depending on the request. This training is typically conducted for one to four individuals (e.g., new Headquarters Office of General Counsel attorneys who will review support documents prior to final site listing). The contractor shall conduct the HRS minicourse training approximately once annually.

4. TECHNICAL SUPPORT

The contractor shall support OERR to uphold the technical quality of the NPL program and consistency of technical information submitted by the EPA regions, States, and Indian Tribes for sites under consideration for the NPL. The contractor shall also support OERR in other aspects of the site assessment program, including refinements to policy and guidance and evaluation of the technical basis for assessment activities through remedy selection. This support includes the following tasks.

- 4.1. **HRS Guidance.** The contractor shall provide technical support for OERR's use in developing technical guidance for the EPA regions, States, Indian Tribes, Federal agencies, and other participants on the application of the HRS. This support shall include PA, SI, and HRS scoring issues (e.g., how to apply the HRS consistently at sites), as well as more site-specific issues raised by the EPA regions. The contractor shall support OERR through analysis of HRS scoring issues; recommendation of technically correct approaches; support in drafting sections of technical guidance documents for use by the EPA regions, States, Indian Tribes, Federal agencies, and other participants in preparing HRS packages; and review for consistency with the HRS guidance produced at the regional, State, or local level.
- 4.2. **Policy, Regulation, and Legislative Support.** The contractor shall also support OERR by performing technical analyses associated with policy development, regulations, and legislative initiatives. This includes analyses associated with the RFF study and NACEPT's consideration of the future of the NPL, the contribution of Superfund/NPL listing to the One-Cleanup program initiative, and OSWER's revitalization initiative. Example of issues associated with this support are analyses concerning the role of the NPL; policy options for addressing mega sites vis-a-vis site listing; States' roles within the waste cleanup program, and state cleanup accomplishments; and program performance measures beyond construction completions (e.g., NPL-equivalent).
- 4.3. **HRS Data Quality.** The contractor shall support the EPA regions, States, and Indian Tribes in planning at the PA, SI, and expanded site inspection (ESI) stages, as well as other field sampling events, to ensure the quality of data for the HRS package. Technical advisory activities require rapid review, typically one to two weeks. Examples of such activities are: (1) supporting the EPA regions in evaluating plans and procedures for sampling strategies to ensure that appropriate and defensible data required for the HRS are collected; and (2) recommending data collection strategies for identifying QA/QC problems that arise in the implementation of the HRS. This shall consist of ensuring that a standardized format is used for recording QA/QC and HRS implementation issues; maintaining a database system to sort and display the data; and analyzing problem areas needing guidance. The analysis systems shall document the types, numbers, and severity of problems encountered during the listing process.
- 4.4. **Superfund Chemical Data Matrix.** The contractor shall provide technical support to update OERR's Superfund Chemical Data Matrix (SCDM), a database containing raw data for the chemical parameters incorporated in the HRS. SCDM is the primary source for factor values and benchmark values that are needed in the HRS when evaluating hazardous substances at sites. SCDM contains the needed HRS factor values for toxicity, ground water mobility, surface water persistence, human food

chain bioaccumulation, gas migration potential, gas mobility based on the physical, chemical, and radiological properties of the hazardous substances present at a site. It is these factor values that are used to determine a site's score. SCDM also provides benchmarks that are used in the HRS to assign extra value to targets with exposure levels above benchmarks.

- 4.5. Revise the Hazard Ranking System.** The contractor shall support OERR in revising or modifying the HRS, and support OERR in developing alternative ranking systems if EPA believes revisions are necessary. The contractor shall support OERR to:

- Develop and/or analyze technical revisions to the HRS;
- Provide technical background studies;
- Support OERR in workgroup deliberations as technical experts on the HRS;
- Respond to public comments;
- Develop a legal defense of the revised HRS; and
- Review petition(s) to determine if technical issues are accurate.

- 4.6. Alternative Assessment Approaches.** Should OERR decide to formulate and implement alternative approaches to assessing sites early in the process, the contractor shall support OERR in this effort. An example of alternative approaches include ASTM Phase 1 and Phase 2 environmental assessments, or alternatives as provided in the *all appropriate inquiry* site assessment provision in the January 2002 Brownfields law.

5. INFORMATION MANAGEMENT SUPPORT

The contractor shall provide information management support. This support shall include: identification and analysis of information system data; identification of data needs; data collection and verification from various sources, including *Federal Register* notices; and development of related analyses and reports. This support includes the following tasks.

- 5.1. General Data Support.** The contractor shall support OERR in the collection, extraction, analysis, and quality assurance of data (e.g., site assessment technical information, State and Tribal data, etc.) maintained in Agency information systems such as the Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS), the Superfund National Priorities List Assessment Program (SNAP), the Superfund Chemical Data Matrix (SCDM), SUPERscreen, HRS Quickscore, and PREscore.

None of the work in this task involves system design, development, or maintenance as defined in EPA Life-Cycle Management Manual.

6. MEETING AND WORKGROUP SUPPORT

The contractor shall support OERR in developing and preparing for meetings, briefings, workgroups, conferences, etc., at which guidance and related issues are communicated to the site assessment community by EPA. The contractor shall perform activities such as: (1) gather and summarize technical information; (2) analyze technical and related data; (3) prepare technical reports and related materials on activities, operations, problems, and trends; (4) develop presentations and briefings (oral, written, and audiovisual); (5) plan, coordinate, and prepare materials for meetings, workgroups, and conferences; (6) present and demonstrate materials at meetings, workgroups, and conferences; and (7) make available all necessary services, equipment, and materials to supply full audiovisual and graphics capabilities.

V. GENERAL STATEMENT

When conducting activities under this contract, the contractor shall operate in accordance with all environmental statutes and regulations as appropriate [e.g., Comprehensive Environmental Response, Compensation and Liability Act (CERCLA); Administrative Procedures Act; Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA)].

For the purpose of this SOW, the phrase “the contractor shall” means that the firm selected for this contract shall, in accordance with applicable laws and regulations, furnish the personnel, services, materials, equipment, computer software, knowledge, and expertise to successfully complete tasks required under this contract. In so doing, the selected firm will demonstrate a thorough working knowledge of all applicable Federal, State, and local laws, regulations, guidance, and policies. Any and all services or products shall be delivered in compliance with all applicable Federal, State, and local laws, regulations, guidance, and policies and will be adjusted to reflect those applicable laws, regulations, guidance, and policies which become effective after award of this contract.

The contractor shall use and maintain computer software and databases which are approved and in general use by the EPA, such as WordPerfect, dBaseIII+, Lotus 123, SUPERscreen, HRS Quickscore, and PREscore, the Superfund NPL Assessment Program (SNAP), the Superfund Chemical Data Matrix (SCDM), and the Comprehensive Environmental Response Compensation Liability Information System (CERCLIS)/WasteLAN systems and successor systems. Subsequent versions or new software packages shall be incorporated into the efforts conducted in this SOW. These software packages shall routinely be used to enter, track, or retrieve information and data developed during the course of this contract SOW. Activities under this SOW do not include system design, development, or maintenance as defined in the EPA Life-Cycle Management Manual.

To the extent practicable, the contractor shall transfer the results of its efforts electronically, in addition to the hard copy, directly to EPA. Upon completion of the contract, all work products developed by the contractor, whether in hard copy or software packages, shall be transferred to EPA.

The contractor shall utilize qualified experts to support EPA Superfund functions in technical, scientific, financial, or other fields. The experts must possess the special qualifications needed by the Agency for particular Superfund actions; in some cases experts who are preeminent in their fields may be required.

For any reports submitted that contain recommendations, the contractor shall (1) explain and rank options or alternatives, if any, (2) describe what procedures were used to arrive at recommendations, (3) summarize the substance of deliberations, (4) report any dissenting views, (5) list the sources relied upon, and/or (6) otherwise make clear the methods and considerations upon which recommendations are based.

At all times, contractor personnel shall identify themselves and their organization to avoid creating an impression that they are Government officials.

Contractor personnel shall not interpret Agency policies or regulations. The EPA project officer or designated work assignment manager will provide the contractor with all official interpretations. If there are questions as to the meaning of an Agency policy or regulation, the contractor shall request interpretation from the project officer or work assignment manager.

The contractor shall develop its own internal processes to promote and ensure quality, consistency, and efficiency.

The contractor is expected to be knowledgeable in customer support.

EPA will review and approve all contractor work products generated or delivered under the contract to ensure that products are free from any contractor bias, favoritism, or conflict of interest. All final decisions regarding recommendations, options, alternatives, training, etc., pertaining to work under this contract will be made by EPA.

ATTACHMENT 2

REPORTS OF WORK

REPORTS DESCRIPTION

1. PROGRESS REPORT

The contractor shall furnish detailed monthly reports stating the progress, by work assignment, including the percentage of the project completed during the reporting period. Specific discussions shall include difficulties encountered, if any; remedial action taken during the reporting period; anticipated activity during the subsequent reporting period; breakout by tasks of professional level usage. The reports shall include the names of the EPA work assignment manager and the contractor work assignment manager. (Tab 1)

2. CONTRACT SUMMARY FINANCIAL REPORT

This report (Tab 2) shall summarize current and cumulative costs for all work assignments, including the following:

- a. Contract Name and Number
- b. Period of Performance
- c. Direct Labor Incurred
- d. Clerical Labor
- e. Fringe
- f. Overhead
- g. Subcontractor/Consultant
- h. Other Direct Costs
- I. Travel
 - Local
 - Out of Town
- j. G & A Costs
- k. Fixed Fee Earned
- l. Total LOE Cost Expended
- m. Total LOE
 - Authorized Hours and Dollars
 - Current Month Hours and Dollars
 - Cumulative Hours and Dollars
 - Average Cost Per Hour
 - Estimated Cost to Complete
 - Estimated Hours to Complete

3. **DETAILED WORK ASSIGNMENT FINANCIAL REPORT**

This report (Tab 3) will be by work assignment and shall include all of the information included in the summary financial report. It shall also include the name and hourly rate by individual, professional level, hours and dollars during the reporting period by individual, cumulative hours and dollars by individual, overhead, other direct costs including long distance and local travel, other costs, and percentage of funds remaining. The amounts shown on the summary and detailed financial reports shall always match exactly the amount of the invoices.

All costs associated with site-specific work shall be tracked at the work assignment level site-specifically by work assignment number. The report shall include (1) the site name, (2) employee name, (3) professional labor category, (4) hourly rate, (5) current hours worked and cost associated with the hours, and (6) total hours and cost for that site.

4. **DELIVERABLES REPORT**

This report (Tab 4) shall be by work assignment and shall include the following:

- a. Title and Work Assignment Number
- b. Original Due Date
- c. Current Anticipated Due Date
- d. Actual Completion Date
- e. Name of Person to Whom Delivered

5. **SUMMARY WORK ASSIGNMENT PROFESSIONAL LABOR**

The professional labor report (Tab 5) will include, for each WA, current period hours by professional labor category, current total hours, cumulative hours by professional labor category, and cumulative total hours for the prime and subcontractors/consultants.

6. **MONTHLY EXCESS HOURS REPORT**

The contractor shall provide a report (Tab 6) for those work assignments when an employee bills for hours in excess of eight hours per day.

7. **SITE-SPECIFIC HOURS/COST BY EMPLOYEE REPORT**

The contractor shall provide a report (Tab 7) which indicate which employees have worked on which sites. The report shall be prepared reflecting hours worked during the current reporting period as well as cumulative hours and costs.

8. **SITE-SPECIFIC INVOICING REQUIREMENTS**

As the costs associated with site-specific work are cost-recoverable, the contractor shall prepare a site-specific/non-site-specific cost and fee report which is to be submitted as part of the monthly progress report (instructions and sample at Tab 8). The contractor shall also prepare an annual allocation report (see Tab 8, *Other Non-Site Specific Activities* writeup).

9. **ANNUAL REPORTS**

The contractor shall provide an Annual Report that includes a synopsis of each work assignment. Each synopsis shall describe the support provided and the major deliverables produced under each work assignment. The contractor shall also provide a matrix of cumulative costs and level of effort expended by work assignments.

10. **DISTRIBUTION**

The monthly reports shall be submitted to the following addressees on or before the 20th of each month following the first complete calendar month of the contract:

DISTRIBUTION

<u>No. of copies</u>	<u>Addressees</u>
2	Project Officer
1	Contracting Officer

Note: All copies shall include overhead and hourly rates.

11. **OTHER REPORTING REQUIREMENTS**

___Other reporting requirements will be detailed in work assignments.

REPORTING INSTRUCTIONS

1. INVOICES

The contractor and subcontractor shall submit invoices on a monthly basis.

More frequent invoicing will not be accepted.

The contractor and the subcontractor shall provide a complete cost breakdown each reporting period. This level of detail is required for each individual work assignment and totaled on a cumulative summary sheet for that invoice.

All direct labor and consultant hours billed on the invoice shall be included with the invoice on a table showing: professional labor category, individual's name, company affiliation, individual hours charged, and work assignment total hours charged.

2. REPORTS

The contractor shall furnish one copy to the contracting officer and two copies to the project officer covering all work assignments in combined monthly technical and financial progress reports (see attached Reports Description and sample report formats) briefly stating the progress made, including the percentage of work ordered and completed during the reporting period. One copy of this report, covering only the individual work assignment, shall go to each work assignment manager. Specific discussions shall include difficulties encountered and remedial action taken during the reporting period and anticipated activity during the subsequent reporting period. In addition, the report shall specify contract financial status as follows:

(1) Cumulative costs and direct labor hours expended from the effective date of the contract through the last day of the current reporting period.

(2) Actual costs and direct labor hours expended during the reporting month.

(3) Estimated cost and direct labor hours to be expended during the next reporting period.

(4) Actual costs and direct labor hours incurred for each work assignment issued and estimates of costs and man-hours required to complete each work assignment. The level of detail provided in this section must be sufficient to determine the number of hours charged by each individual person of the contractor's team to each work assignment. (While this level of detail is not required on the vouchers, vouchers must be reconcilable on a monthly basis with the financial report on each work assignment that covers the exact same period.)

(5) A graph shall be provided using a vertical axis for dollars and a horizontal axis for time increments that show the actual and projected rate of expenditures against the total estimated cost of the task.

**MONTHLY PROGRESS REPORT
WORK ASSIGNMENT NAME
(EPA Contract #)**

WA Period of Performance: (00/00/00 - 00/00/00)

(Contract Period)

Work Assignment No:

Title:

EPA Work Assignment Manager

Company Work Assignment Manager

Percent Complete (Based on Level of Effort)

Part 1. Activities undertaken during the month.

Provide a DETAILED summary of activities, by task. Include any out-of-town travel.

Part 2. Deliverables submitted during the month.

Include the original due date, modified due date, actual date completed, and to whom delivery was made.

Part 3. Difficulties encountered and remedial actions taken.

Provide a DETAILED summary of contractor/subcontractor difficulties and remedial actions taken by contractor or EPA.

Identify activities being held up pending EPA approvals, comments, decisions, etc; include dates as appropriate.

Part 4. Activities anticipated during the next month.

Provide a summary, including the title and dates of any deliverables to be completed during the next month.

Provide an estimate of next month's hours.

Part 5. Estimate substantial lagging costs for the reporting period.

Provide DETAILS on any discrepancies and subcontractor lagging costs. Give estimate of subcontractor's total labor hours expended. This can be based on a telephone inquiry to the subcontractor/consultant.

Identify any SUBSTANTIAL prime and subcontractor lagging direct cost expenditures, particularly travel costs.

Part 6. Changes in personnel, if any, assigned to a Work Assignment

NOTE: The prime should require each subcontractor to submit the same level of information per work assignment and include it as backup to the prime's report.

TAB 2

CONTRACT SUMMARY FINANCIAL REPORT**Contract Name****Contract No.****Period of Performance: (00/00/00 - 00/00/00)**

Authorized Budget		Amount Incurred		Cumulative Amount		Backlog	
LOE	Costs	Current Period		Incurred to Date		LOE	Costs
1.	DIRECT LABOR	<u>Hours</u>	<u>Amount</u>	<u>Hours</u>	<u>Amount</u>	<u>Hours</u>	<u>Amount</u>
	Professional Labor Categories						
	Total:						
2.	CLERICAL LABOR						
	Total:						
	Fringe Benefits (___%) and \$						
3.	OVERHEAD (___%)						
	Total:						
4.	LONG DISTANCE TRAVEL						
5.	SUBCONTRACTOR/CONSULTANT (Same level of detail as for the Prime)						
	Subcontractor(s) \$						
	Consultant(s) \$						
	Total:						
6.	OTHER DIRECT COSTS						
	Local Travel						
	Parking						
	Postage/FedEx Charges						
	Computer (other than word processing)						
	Word Processing						
	Property/Equipment (purchased/leased)						
	Telephone/Long Distance						
	Photocopying (___/pg.)						
	Temporary Help						
	Courier						
	Materials/Supplies						
	Facilities/Rental						
	Equipment Rental						
	Graphics/Art Work						
	Publications						
	Total ODCs:						

7. G & A (Prime)
8. G & A (Subcontractors and Consultants)
9. FIXED FEE EARNED (\$____/Hr.)
10. TOTAL LOE COST EXPENDED
11. TOTAL LOE (Hours)

Total Hours Authorized

Total Funds Authorized

Total Funds Remaining, \$ and % (balance of approved budget)

Total Hrs. Remaining, LOE and % (balance of approved hours)

Average Cost/Hour Authorized

Average Cost/Hour Expended (from actual costs)

Est. \$ for Next Period (costs for next month)

Est. Hrs. for Next Period (labor for next month)

Work Assignment Financial Report

Contract Name

Contract No.

Option Period

Work Assignment Name**Work Assignment No.****WA Period of Performance: (00/00/00 - 00/00/00)**

(To be completed for each work assignment)

	<u>Amount Incurred</u>		<u>Cumulative Amount</u>	
	<u>Current Period</u>		<u>Incurred to Date</u>	
	<u>Hours</u>	<u>Amount</u>	<u>Hours</u>	<u>Amount</u>
1. DIRECT LABOR				
Total:				
2. CLERICAL LABOR				
Total:				
3. OVERHEAD (___%)				
Total:				
D. LONG DISTANCE TRAVEL				
5. SUBCONTRACTOR/CONSULTANT (Same level of detail as for the Prime)				
Subcontractor(s) \$				
Consultant(s) \$				
Total:				
6. OTHER DIRECT COSTS				
Local Travel				
Parking				
Postage/FedEx Charges				
Computer (other than word processing)				
Word Processing				
Property/Equipment (purchased/leased)				
Telephone/Long Distance				
Photocopying (./pg.)				
Temporary Help				

Work Assignment Financial Report

ODC's (cont.)

Courier
Materials/Supplies
Facilities/Rental
Equipment Rental
Graphics/Art Work
Publications

Total ODCs:

7. G & A (Prime)
8. G & A (Subcontractors and Consultants)
9. Fixed Fee Earned (\$____/Hr.)
10. Total LOE Cost Expended
11. TOTAL LOE (hours)

Total Hours Authorized
Total Funds Authorized
Total Funds Remaining, \$ and % (balance of approved budget)
Total Hrs. Remaining, LOE and % (balance of approved hours)
Average Cost/Hour Authorized
Average Cost/Hour Expended (from actual costs)

Est. \$ for Next Period (costs for next month)
Est. Hrs. for Next Period (labor for next month)

**TOTAL LABOR HOURS CHARGED
BY WORK ASSIGNMENT PROFESSIONAL LABOR CATEGORY AND EMPLOYEE NAME**

		<u>CURRENT PERIOD</u>			<u>CUMULATIVE TO DATE</u>			
Employee	Professional	Hourly	Current	Current	Cumulative	Cumulative	Hourly	
Name	Labor	Rate	Hours	Dollars	Labor Hours	Dollars	Rate	
Category								
<hr/>								
Category	Total	\$	0.0	\$	0.0	\$	\$	
<hr/>								
Category	Total	\$	0.0	\$	0.0	\$	\$	
<hr/>								
Category	Total	\$	0.0	\$	0.0	\$	\$	
<hr/>								
Category	Total	\$	0.0	\$	0.0	\$	\$	
<hr/>								

Total Professional (LOE)
Total Administrative Support

Total Labor

DELIVERABLES

<u>Description</u>	Original	Modified	Actual	
	<u>Due Date</u>	<u>Due Date</u>	<u>Date Completed</u>	<u>Delivered To</u>

**Work Assignment Professional Labor
Total Labor Hours Charged**

Contract Name
Contract No.
Billing Period
Work Assignment Name
Work Assignment No. ____

Contract Period: (00/00/00 - 00/00/00)

Employee Name	Professional Labor	Rate Hours	Current Dollars	Current Labor Hours	Cumulative Dollars	Cumulative
Category						

Task No.

(Name)

Task No. Total

TOTAL FOR WORK ASSIGNMENT

Professional Labor **Current Cumulative**

Category
Category
Category

MONTHLY EXCESS HOURS REPORT
Work Assignment Name
WA Period of Performance (00/00/00 - 00/00/00)
Contract No.

Contract Period

<u>NAME</u>	<u>HOURS WORKED</u>	<u>EXCESS HOURS</u>
-------------	---------------------	---------------------

		Total:
--	--	---------------

Site-Specific Hours/Cost by Employee Report

Work Assignment Name
WA Period of Performance (00/00/00 - 00/00/00)
Contract No.

Contract Period

WA XXX-00X

	<u>Current</u>			<u>Cumulative</u>		
	Hours	Rate	Cost	Hours	Rate	Cost
Site Name						
Employee X						
Employee Y						
Employee Z						
<hr/>						
Subtotal for Site X	0.00	\$	\$	0.00	\$	\$

Site Name						
Employee X						
Employee Y						
Employee Z						
<hr/>						
Subtotal for Site X	0.00	\$	\$	0.00	\$	\$



TAB 8

SITE SPECIFIC INVOICING REQUIREMENTS

September 8, 1998 (12:14PM)

This is not considered to be contradictory or in place of other contract clauses. Changes to the required format of the s/s attachment may be necessary to assist the Environmental Protection Agency's cost recovery efforts. The EPA will notify the contractor of any format changes as they become necessary.

The Contractor shall provide an invoice/voucher that identifies the costs incurred at each site and/or operable-unit with an EPA site/spill identifier (SSID). These invoices may be for : Current expenses, reclaim for suspended costs, indirect cost adjustments, or audit adjustments. Invoices/vouchers for reclaiming suspended costs shall be submitted on a separate voucher. The voucher number shall be the original claim voucher number when suspensions are made. The letter "R" must be added to the end of the voucher number; i.e. **123R1**, (*if it requires more than one reclaim, invoices are to be numbered: 123R2, 123R3 etc.*). All indirect cost adjustments due to EPA approved indirect rate adjustments must be submitted to EPA on a separate invoice (claim or credit as the adjusted rate requires). The invoice number should end with letter "Z", i.e. **117Z**. Likewise, adjustments due to audit reports and a contracting officer letter referring to the subject audit report/s, must be submitted to EPA on a separate invoice (claim or credit as the audit report requires). The invoice number should end with the letter "X", i.e. **146X**. For example:

<i>Voucher purpose</i>	<i>Original voucher</i>	<i>Reclaim suspended costs</i>	<i>Indirect cost rate adjustments</i>	<i>Audit adjustments</i>
<i>Voucher number</i>	<i>123</i>	<i>123R1, 123R2..</i>	<i>117Z</i>	<i>146X</i>

Invoices shall also include the following information:

1. A cost element summary that summarizes all the costs invoiced for the billing period by cost element such as labor, travel, equipment, other direct, subcontractor and overhead or indirect costs, as identified elsewhere in the contract.
2. A site specific detail attachment (***S/S Attachment***) to the invoice. All invoiced costs are separated into the following categories:

- ◆ Sites with an EPA SSID, e.g. "01X3," one line per site should be used; [see description at item 2, page 3].
- ◆ For all other sites without an EPA SSID, e.g., "ZZ," one line per site should be used;
- ◆ Superfund non-site-specific costs for the whole contract and project support costs incurred on each multi-site work assignment, one line per work assignment;
- ◆ Non-Superfund costs, as applicable, one line item.

The required format of the invoice s/s attachment is provided in Exhibit I. The sum of the detailed costs on the s/s attachment must equal the total amount invoiced as shown on the cost element summary. Contractors responsible for contracts that involve work assignments may submit a separate page for each work assignment [applying the same format] if so directed by the EPA project officer. The contractor shall use the invoice **S/S attachment** to record current monthly charges, indirect rate/audit adjustments, and adjustments for previously invoiced costs.

Contractors shall submit the invoices/vouchers in compliance with the contract "Submission of Invoices Clause." to the Research Triangle Park-Financial Management Center (RTP-FMC).

At fiscal year-end, contractors shall also allocate their non-site-specific costs through the annual allocation process as described in Clause _____ within the Contract.

Questions regarding site specific invoicing requirements should be directed to the Chief, Contract Payment Section, RTP-FMC at (919)541-2304. Questions regarding Annual Allocation should be directed to the **Chief, Program and Cost Accounting Branch, Financial Management Division at (202)564-4925.**

EXPLANATION OF EXHIBIT I SITE SPECIFIC DETAIL ATTACHMENT

The contractor shall report the total invoiced costs on the invoice s/s attachment broken down by the five categories of site/non-site charges: ***Sites with an EPA SSID; all other sites without an EPA SSID; Superfund non-site costs; non-Superfund costs, and previous invoice site corrections.*** For each site/non-site charge incurred during the billing period, the contractor shall provide the following information:

<u>Column No.</u>	<u>Column Title</u>
-------------------	---------------------

- | | |
|---|--|
| 1 | <p><u>(Optional) Technical Direction Document (TDDs) or Work Assignment Number (WA)</u> - The full WA number is provided by the applicable EPA contract manager, i.e., the Work Assignment Manager. If the contractor is providing a separate page for each WA, the WA number may be placed in the upper left corner. Otherwise the work assignment or TDD numbers must be placed in this column.</p> |
| 2 | <p><u>Region/SSID</u> - This four-digit code, i.e. <i>01X3</i> or <i>A1X3</i>, consists of:</p> <ul style="list-style-type: none"> a. The first digit will always be a <i>“0” ZERO</i>. Unless the region exceeds the use of two-digit sites; then the first digit will be an <i>alpha, ie. “A”, “B”..</i> Thus the SSID will be <i>A1X3</i>; b. The second digit is the regional identifier, i.e. one (1) for Region I, two (2) for Region II etc., and zero (0) for Region X; c. The third and fourth digits, representing the sites, are the last two digits of the four-digit SSID (<i>see 2.a</i>). <p>Example, if Region I sites did not exceed two digits, the Region/SSID will be <i>01X3</i>; however, if Region I sites exceeded the two digits, the Region/SSID will be <i>A1X3</i>.</p> |
| 3 | <p><u>Action Code</u> - Starting with FY96 funding, a two-digit action code must be used to represent different remedial, removal, and enforcement actions as provided by the Project Officer, via the work assignment (WA) or the technical direction document (TDD). However, for FY95 funding and before, the one-digit activity code may be used.</p> <p><i>(Note - For FY 1995 and prior, it was called ‘activity’ code; from FY 1996 and forward, it will be called ‘action’ code.)</i></p> |
| 4 | <p><u>Operable Unit</u> - If an EPA SSID has been separated into perable units or sub-sites for cost recovery purposes and have not been assigned their own SSID, the costs should be included on the invoice by operable unit name and any numeric</p> |

designation of two digits. The operable unit number must be provided by the EPA contract manager, i.e., Work Assignment Manager, Project Officer, etc. These operable unit costs should be subtotaled by the "parent" SSID for internal tracking purposes by EPA.

- 5 **Site Name or Non-site Description** - Use up to 28 characters for the name of the site. *When the site name exceeds 28 characters, use the first 28 only.*
NOTE: For non-site-specific activities, use this column to briefly describe the non-site activity.
- 6 **Action Sequence Number(Cost Organization Code)** - The four-digit code used to represent the activities performed will be provided by the WAM/Project Officer on the Work Assignment (WA) or Technical Directive Document (TDD). This code is required for all Superfund costs (site-specific and non-site-specific).
- 7 **IFMS line Reference** - The column shall be left blank. The IFMS line reference will be inserted by an EPA invoice Approving Official (PO). This three-digit line reference is found on the Invoice Approval Form (2550-19T) .
- 8 **Invoice Number/Legend** - For corrections, insert the invoice number referencing the original charge for which the correction is being made. An invoice legend must be included at the bottom of the attachment, or on a separate enclosure to the S/S Attachment. The invoice legend shall describe the reason for the correction as it relates to a previously invoiced and paid amount. If more than one correction is made, explanation must be given for each by referencing the invoice number. The net amount for all corrections in column nine (9) must always be zero "00."
- 9 **Current/Adjustment Amount** - The amount to be charged or credited to the SSID, Operable Unit, pre-SSID, or non-site-specific account. If there are operable units within a site, list the cost of each Operable Unit and provide a subtotal for each SSID. SSIDs must be sorted by region and site within each region.
- 10 **Cumulative Charge** - Show the cumulative charge for each Operable Unit, SSID or Pre-SSID.

Incurred and claimed charges should be listed and subtotaled on the **S/S Attachment** by row sequential order.

Row	Row Title
-----	-----------

- | | |
|---|--|
| 1 | Previous invoice site corrections: <i>This is not for reclaiming previously suspended costs, nor intended for any indirect cost or audit adjustments.</i> Only corrections or adjustments of site costs charged to previous invoices shall be listed in Row 1 . The subtotal for all corrections or adjustments in this row should equal |
|---|--|

zero. Every line item correction or adjustment must reference an original invoice number where the charge first appeared and a reason for the adjustment.

- 2 **Sites w/SSID:** Costs for sites with an EPA SSID. The SSID is provided by the EPA contract manager, i.e., WAM, TDD or Project Officer (PO).
- 3 **Sites w/o SSID:** Costs associated with Superfund site-specific work where no SSID has been established “ZZ” accounts. Once the SSID is established, all “ZZ” costs associated with that site should be reclassified (adjusted from the “ZZ” to the appropriate site within 30 days of establishing the SSID). Thus, the contractor must, immediately, submit a letter to the Project Officer (PO) with an S/S Attachment. Only section one (1)—Previous Invoice Site Correction—must be completed. Consequently, the PO approves the reclassification letter and sends it to RTP-Financial Management Center for cost redistribution.
- 4 **Non-site Superfund:** Superfund non-site-specific costs, along with base and award fees, as described below.

Contract-wide Program Management - Technical and Administrative:

For those contracts requiring separate identification of technical and administrative program management *such as* ARCS. The respective amounts should be delineated in compliance with instructions provided either by the contract or WA. The requirement for separation of program management is defined in "Administrative Guidance under ARCS" and is available from the ***Regional/Remedial Service Center, Superfund/RCRA Regional Procurement Operations Division, Office of Acquisition Management (OAM)*** at (202) 564-4712.

For contractors not subject to the technical/administrative differentiation requirements, contract -wide program management should be listed under "Contract-wide Program Management- Administrative."

Work Assignment Project Support: this line(s) shall include non-site-specific project support and management incurred with individual multi-site work assignments. The contractor should note that these costs should also be allocated to the sites under each respective work assignment as part of the annual allocation process. For further Guidance on annual allocation, contact the ***Program and Cost Accounting Branch*** at (202) 564-4925.

Other Non-Site-Specific Activities: If the contractors engage in activities apart from program management as described above, which cannot be related to specific sites, each of these activities must be described under the column six (***Site Name/Non-site description***). The purpose of breaking out non-site activities from program support is to assist the contractor and EPA in preparing the Annual Allocation report at the end of the year. All non-site activities must be determined

to be either site-support or program-wide for cost recovery through the Annual Allocation process. Please note that, like Contract-wide non-site activities, these are also allocated to sites through the Annual Allocation process. See the Annual allocation contract clause and guidance for further details or contact the **Chief, Program and Cost Accounting Branch at (202)564-4925**.

Base and Award Fees: Base and Award Fees *which are not* site-specific should be listed in this Superfund Non-site Section.

- 5 **Non-superfund:** All non-Superfund costs invoiced should be reported on the S/S attachment by appropriation such as Oil, RCRA, etc. These costs must be sorted by TDD/WA within each appropriation, as directed by the project officer.
- 6 **Total Invoice Amount:** This amount is the total of the costs listed in Column 9, "Current/Adjustment Amount", i.e., the total charges for this billing period. This must equal the total amount on the invoice cost element summary. There should be no total for the cumulative charge column.

NOTES TO SITE ATTACHMENT:

- ◆ Provide one line per site or activity, sorted alpha/numerically and by Region.

- ◆ Page Formatting:

Upper Left Corner - Contract Number, Delivery Order Number (if applicable), Invoice Number, and Work Assignment (optional).

Upper Right Corner - Contractor Name and Invoice Period of Performance.

Bottom Left Corner - Invoice Legend for previous invoice adjustments.

This information may be provided as an enclosure to the S/S attachment if it could not be provided on the bottom left corner.

Bottom Right Corner - Page number for the attachments, i.e., Page 1 of 7, 2 of 7, etc.

EXHIBIT I
SITE SPECIFIC DETAIL ATTACHMENT

CONTRACT #: 68-W1-1234

INVOICE #: 151

DELIVERY ORDER #: _____

CONTRACTOR NAME: ABC

COMPANY

WORK ASSIGNMENT# _____

INVOICE PERIOD OF

PERFORMANCE: 03/27/97-04/27/97

Sort by Region and by site

	#1	#2	#3	#4	#5	#6	#7	#8	
Cost Categories	(Optional) TDD/WA #	Regional SSID (4 pos)	Action Code (2 Pos)	Operable Unit (2 Pos)	Site Name Non-Site Description	Action Seq. # (Cost Org.Cod e) (4 pos)	IFMS line Referen ce (3 Pos)	Invoic e # legend	
1. PREVIOUS INVOICE SITE CORRECTIONS	0-053	01X3	RD	01	HATHAWAY AND PATER.	C001	ADA	123	
	0-035	0131	RD	02	BAIRD AND MCGUIRE	C057	ADA	123	
								SUBTOTAL	
2. SITES WITH SSID	0-054	01X3	rd	02	HATHAWAY AND PATER.	C001	AAA		
	0-074	0131	RD	01	BAIRD AND MCGUIRE	C001	AAA		
	0-014	02G2	RD	02	UPPER DEERFIELD LF	C008	ABA		
	0-018	028E	RD	01	ZSCHUEGBER SITE	C006	ABA		
	0-024	024T	RD	01	MONROE BURN SITE	C007	ABA		
	0-015	035Z	RD	00	EAST 10TH STREET SITE	C018	ACA		
	0-029	03BY	RD	02	LEHMAN MTBE	C012	ACA		
	0-032	03AT	RD	00	VIENNA WELLFIELD	C216	ACA		
SUBTOTAL								SUBTOTAL	

	#	#	#	#	#	#	#	#	#	#
3. SITES WITHOUT SSID	0-010	01--	RA	00	XYZ POND SITE	0003	AAA		104.49	988.57
		02--								
	0-007	03--	RA	00	PD DUMP SITE	0000	ABA		40.00	40.00
	0-011	03--	RA	00	RAU AREA SITE	0000	ABA		10.00	4,703.04
	0-040	03--	RA	00	LKP BURN SITE	0000	ABA		8,834.30	66,152.35
	0-039	04--	RA	00	TIS SITE	0000	ADA		10,782.91	50,529.91
	0-073	04--	RA	00	IOU BLANCHURE SITE	0000	ADA		25,664.95	25,664.95
SUBTOTAL								SUBTOTAL	45,436.65	148,068.23
4. NON-SITE SUPERFUND										
A) CONTRACT WIDE PROGRAM MANAGEMENT										
-- MOBILIZATION (RACs)										
-- TECHNICAL										
-- ADMINISTRATIVE										
-- EQUIPMENT (RACs)										
B) WA PROJECT SUPPORT										
C) OTHER NON-SITE SPECIF ACTIVITIES:	0-005				PROG. SUPPORT TRANSITION		ABB		6,972.51	468,482.78
-- SITE SUPPORT										
--PROGRAM SUPPORT									6,972.51	
D) BASE FEE								SUBTOTAL		468,482.78
E) AWARD FEE										
SUBTOTAL										
TOTAL SUPERFUND									87,464.84	712,414.25
5. NON-SUPERFUND							ADD		1,541.43	15,093.83
6. TOTAL INVOICE AMOUNT								TOTAL	89,006.27	

INVOICE LEGEND:

123- Error in charging work assignment and site number

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ATTACHMENT 3

INVOICE PREPARATION INSTRUCTIONS

INVOICE PREPARATION INSTRUCTIONS

SF 1034

The information which a contractor is required to submit in its Standard Form 1034 is set forth as follows:

- (1) **U.S. Department, Bureau, or establishment and location** insert the names and address of the servicing finance office unless the contract specifically provides otherwise.
- (2) **Date Voucher Prepared** - insert date on which the public voucher is prepared and submitted.
- (3) **Contract/Delivery Order Number and Date** - insert the number and date of the contract and delivery order, if applicable, under which reimbursement is claimed.
- (4) **Requisition Number and Date** - leave blank.
- (5) **Voucher Number** - insert the appropriate serial number of the voucher. A separate series of consecutive numbers, beginning with Number 1, shall be used by the contractor for each new contract. When an original voucher was submitted, but not paid in full because of suspended costs, resubmission vouchers should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" as the last character of the number. If there is more than one resubmission, use the appropriate suffix (R2, R3, etc.)
- (6) **Schedule Number; Paid By; Date Invoice Received** - leave blank.
- (7) **Discount Terms** - enter terms of discount, if applicable.
- (8) **Payee's Account Number** - this space may be used by the contractor to record the account or job number(s) assigned to the contract or may be left blank.
- (9) **Payee's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.
- (10) **Shipped From; To; Weight Government B/L Number** - insert for supply contracts.
- (11) **Date of Delivery or Service** - show the month, day and year, beginning and ending dates of incurrence of costs claimed for reimbursement. Adjustments to costs for prior periods should identify the period applicable to their incurrence, e.g., revised provisional or final indirect cost rates, award fee, etc.
- (12) **Articles and Services** - insert the following: "For detail, see Standard Form 1035 total amount claimed transferred from Page ____ of Standard Form 1035." Type "COST REIMBURSABLE-PROVISIONAL PAYMENT" or "INDEFINITE"

QUANTITY/INDEFINITE DELIVERY-PROVISIONAL PAYMENT" on the Interim public vouchers. Type "COST REIMBURSABLE-COMPLETION VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-COMPLETION VOUCHER" on the Completion public voucher. Type "COST REIMBURSABLE-FINAL VOUCHER" or "INDEFINITE QUANTITY/INDEFINITE DELIVERY-FINAL VOUCHER" on the Final public voucher. Type the following certification, signed by an authorized official, on the face of the Standard Form 1034.

"I certify that all payments requested are for appropriate purposes and in accordance with the agreements set forth in the contract."

(Name of Official)

(Title)

(13) **Quantity; Unit Price** - insert for supply contracts.

(14) **Amount** - insert the amount claimed for the period indicated in (11) above.

INVOICE PREPARATION INSTRUCTIONS SF 1035

The information which a contractor is required to submit in its Standard Form 1035 is set forth as follows:

- (1) **U.S. Department, Bureau, or Establishment** - insert the name and address of the servicing finance office.
- (2) **Voucher Number** - insert the voucher number as shown on the Standard Form 1034.
- (3) **Schedule Number** - leave blank.
- (4) **Sheet Number** - insert the sheet number if more than one sheet is used in numerical sequence. Use as many sheets as necessary to show the information required.
- (5) **Number and Date of Order** - insert payee's name and address as in the Standard Form 1034.
- (6) **Articles or Services** - insert the contract number as in the Standard Form 1034.
- (7) **Amount** - insert the latest estimated cost, fee (fixed, base, or award, as applicable), total contract value, and amount and type of fee payable (as applicable).
- (8) **A summary of claimed current and cumulative costs and fee by major cost element.**
Include the rate(s) at which indirect costs are claimed and indicate the base of each by identifying the line of costs to which each is applied. The rates invoiced should be as specified in the contract or by a rate agreement negotiated by EPA's Cost Policy and Rate Negotiation Branch.
- (9) The **fee** shall be determined in accordance with instructions appearing in the contract.

NOTE: Amounts claimed on vouchers must be based on records maintained by the contractor to show by major cost element the amounts claimed for reimbursement for each applicable contract. The records must be maintained based on the contractor's fiscal year and should include reconciliations of any differences between the costs incurred per books and amounts claimed for reimbursement. A memorandum record reconciling the total indirect cost(s) claimed should also be maintained.

SUPPORTING SCHEDULES FOR COST REIMBURSEMENT CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by contractor labor category the number of hours, hourly rate and total dollars billed for the period in the invoice.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Subcontracts - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

Other Direct Costs - identify by item the quantities, unit prices, and total dollars billed.

Consultants - by consultant, detailed supporting schedules of each element of cost.

Contractor Acquired Equipment (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software (if authorized by the contract) - identify by item the quantities, unit prices, and total dollars billed.

Travel - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

SUPPORTING SCHEDULES FOR FIXED-RATE CONTRACTS

The following backup information is required as an attachment to the invoice as shown by category of cost:

Direct Labor - identify by labor category the number of hours, fixed hourly rate, and total dollars billed for the period in the invoice.

Subcontracts - by subcontractor, provide detailed supporting schedules of each element of cost as provided herein for prime contract costs.

Other Direct Costs - identify by item the quantities, unit prices, and total dollars billed.

Indirect Cost Rates - identify by cost center, the indirect cost rate, the period, and the cost base to which it is applied.

Consultants - by consultant, detailed supporting schedules of each element of cost.

Contractor Acquired Equipment - identify by item the quantities, unit prices, and total dollars billed.

Contractor Acquired Software - identify by item the quantities, unit prices, and total dollars billed.

Travel - identify by trip, the number of travelers, the duration of travel, the point of origin, destination, purpose of trip, transportation by unit price, per diem rates on daily basis and total dollars billed.

The manner of breakdown, e.g., work assignment/delivery order basis with/without separate program management, contract period will be specified in the contract instructions.

NOTE: For other than small business concerns, amounts claimed for purchased material and subcontracted items should be based on the cash disbursed by the contractor. These costs cannot be billed to the Government until paid for by the contractor. Any of these costs billed to the Government prior to being paid in cash, in addition to their associated indirect costs, will be considered improper charges and will be suspended until evidence of cash payment is provided. Similarly, any costs requiring advance consent by the Contracting Officer will be considered improper and will be suspended, if claimed prior to receipt of Contracting Officer consent. Include the total cost claimed for the current and cumulative-to-date periods. After the total amount claimed, provide summary dollar amounts of cumulative costs: (1) suspended as of the date of the invoice; and (2) disallowed on the contract as of the date of the invoice. The amount under (2) shall include costs originally suspended and later disallowed. Also include an explanation of the changes in cumulative costs suspended or disallowed by addressing each adjustment in terms of: voucher

number, date, dollar amount, source, and reason for the adjustment. Disallowed costs should be identified in unallowable accounts in the contractor's accounting system.

RESUBMISSIONS

When an original voucher was submitted, but not paid in full because of suspended costs and after receipt of a letter of removal of suspension, resubmissions of any previously claimed amounts which were suspended should be submitted in a separate invoice showing the original voucher number and designated with the letter "R" with the copy of the removal of suspension notice. The amounts should be shown under the appropriate cost category and include all appropriate supplemental schedules.

NOTE: All disallowances must be identified as such in the accounting system through journal entries.

Voucher resubmittals may also occur as a result of: (1) a new indirect cost rate agreement; or (2) adjustments to previously billed direct cost rates due to audit resolution. Such claims should be submitted in a separate invoice or request for contractor financing payment number. They should include supplemental schedules showing the previously adjusted amounts by contract period. If the resubmission is based on a new rate agreement, a copy of the agreement should be attached. Costs must be identified by delivery order or work assignment where appropriate. If the contract is Superfund-related, voucher resubmittals shall also identify the amount claimed against each Superfund site and non-site-specific activity.

COMPLETION VOUCHERS

Submit a completion voucher when all performance provisions of the contract are physically complete, when the final report (if required) is accepted, and when all direct costs have been incurred and booked. Indirect costs may be claimed at the provisional rates, if final rates are not yet available. Contractors must identify these vouchers by typing "Completion Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing total costs claimed by delivery order and in total for the contract.

In addition to the completion voucher, the contractor must submit an original and two copies of EPA Form 1900-10, Contractor's Cumulative Claim and Reconciliation showing the total cumulative costs claimed under the contract.

The information which a contractor is required to submit in its EPA Form 1900-10 is set forth as follows:

- (1) **Contractor's Name and Address** - show the name of the contractor exactly as it appears in the contract and its correct address, except when an assignment has been made by the contractor, or the right to receive payment has been restricted, as in the case of an advance account. When the right to receive payment is restricted, the type of information to be shown in this space shall be furnished by the Contracting Officer.

- (2) **Contract Number** - insert the number of the contract under which reimbursement is claimed.
- (3) First voucher number and completion voucher number.
- (4) Total amount of cost claimed for each cost element category through the completion voucher.
- (5) Total Fee awarded.
- (6) Amount of indirect costs calculated using negotiated final indirect cost rate(s) and/or provisional rate(s) as specified in the contract, if final rate(s) are not yet negotiated for any fiscal period.
- (7) Fiscal year.
- (8) Indirect cost center.
- (9) Appropriate basis for allocation.
- (10) Negotiated final indirect cost rate(s) or provisional indirect cost rate(s).
- (11) Signature.
- (12) Official title.
- (13) Date.

FINAL VOUCHER AND CLOSING DOCUMENTS

After completion of the final audit and all suspensions and/or audit exceptions have been resolved as to the final allowable costs and fee, including establishment of final indirect cost rate(s) for all periods the contractor shall prepare a final voucher including any adjustments to vouchered costs necessitated by the final settlement of the contract price. Contractors must identify these vouchers by typing "Final Voucher" next to the voucher number. For contracts separately invoiced by delivery order, provide a schedule showing final total costs claimed by delivery order and in total for the contract. The contractor shall also provide an original and two copies of an updated EPA Form 1900-10, Contractors Cumulative Claim and Reconciliation, showing the total negotiated, cumulative costs for the contract. Indirect costs shall be included at the final negotiated rates.

In addition to the final voucher, the contractor must submit an original and two copies of the Contractor's Release; Assignee's Release, if applicable; the Contractor's Assignment of Refunds, Rebates, Credits and other Amounts; the Assignee's Assignment of Refunds, Rebates, Credits and other Amounts, if applicable; and the Contractor's Affidavit of Waiver of Lien, when required by the contract.

ATTACHMENT 4

MINIMUM STANDARDS FOR EPA CONTRACTORS' CONFLICT OF INTEREST PLANS

MINIMUM STANDARDS FOR EPA CONTRACTORS' CONFLICT OF INTEREST PLANS

1. PURPOSE

The Environmental Protection Agency (EPA) has identified a need to avoid, neutralize, or mitigate actual and potential contractor conflicts of interest (COI). To accomplish this, contractors are required to have a COI Plan for identifying and reporting actual and potential COI. The purpose of this document is to set forth the minimum standards for a contractor's COI Plan.

2. COI PLAN

The contractor's COI Plan is a document which describes the procedures a company used to identify and report COI. Generally, a contractor's corporate COI Plan will describe how a company, in its entirety, addresses conflicts, and will not be contract or program specific. The plan may also describe the options a company will consider proposing to avoid, neutralize, or mitigate a COI whenever a conflict is identified. The plan will be evaluated and approved by the applicable EPA Contracting Officer (CO) if the COI Plan meets the EPA's minimum requirements for detecting and reporting conflicts of interest. Contractors' COI Plans should be identified by a version number and date, as appropriate. EPA should be advised of the version number, date and applicable CO for any previously approved COI plan.

3. MINIMUM STANDARDS FOR CONTRACTORS' COI PLANS

A. CORPORATE STRUCTURE

The COI Plan shall describe any parent relationship and list all affiliates, subsidiaries, and sister companies, etc. Generally, this need not exceed three corporate tiers, unless a relationship exists beyond three tiers that would potentially create a conflict. In such a case, relationships beyond three tiers should also be included in the COI Plan. Contractors should report changes in its corporate structure to the Agency throughout contract performance.

Contractors are invited to include under this section a company profile. The profile should discuss all pertinent information relevant to COI including a summary of a contractor's primary and/or environmental business functions and activities. This background information will be very useful to COs when evaluating whether or not a contractor has a COI.

B. SEARCHING AND IDENTIFYING COI

The COI Plan shall include a requirement describing when a COI search must be performed by company personnel and clearly identify the procedures to be followed. The searching requirement shall encompass all work related to all clients for whom work was performed over the past three years, all current work, all sites (if applicable), and any future work reflected in marketing proposals. Contractors must search their records over the past 36 months, or through all available records for a new company until 36 months of records are accumulated, from the time of receipt of the work from EPA. However, contractors are encouraged to search back as far as a company's records cover.

C. DATA BASE

The COI Plan shall require a data base that includes all necessary information for a contractor to review its pas work (at a minimum over the past 36 months or through all available records for a new company until 36 months of records

are accumulated), work in progress, and work the company may be pursuing under any marketing proposals. This requirement does not establish any particular type or kind of retrieval system, however, the data base shall contain, at a minimum, the following information and capabilities:

- (1) a list of the company's past and public clients;
- (2) a description of the type(s) of work that was performed any other pertinent information
- (3) a list of the past sites (when applicable) a contractor has worked on;
- (4) a list of the past sites (when applicable) related to any work performed;
- (5) the ability to search and retrieve the information in the data base; and
- (6) dollar value of the work performed.

If applicable, the COI Plan shall include provisions for supplemental searches of parent, affiliate, subsidiary, or sister company records. The COI Plan shall also describe any cross-checks used by the company when searching COI issues.

D. PERSONAL CERTIFICATION

At the minimum, the COI Plan shall require ALL employees of the company performing work under an EPA Superfund and/or Non-Superfund contract, including work on a site, work relating to a site, work pertaining to a CERCLA/RCRA action, to sign a personal certification. EPA recommends a policy whereby all company employees are required to sign such a certification rather than only those employees working under an EPA contract. The certification shall require at a minimum, that the individual agrees to report to the proper company authority any personal COI and that the individual has read and understands the company's COI Plan and procedures. Employees certifications shall be retained by the company.

E. WORK ASSIGNMENT (WA), TECHNICAL DIRECTION DOCUMENT (TDD), OR DELIVERY ORDER (DO) NOTIFICATION AND CERTIFICATION

The COI Plan shall describe the process the company requires for notifying the Agency prior to beginning work, and for submission of its WA/TDD/DO certification with 20 days or receipt of the work from EPA.

NOTE: WA/TDD/DO certifications are NOT required if the contract contains an annual certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for WA/TDD/DO certifications.

F. ANNUAL CERTIFICATION

The COI Plan shall describe the process the company requires for submission of its annual certification.

NOTE: Annual certification is NOT required if the contract contains an WA/TDD/DO certification requirement. Nevertheless, the contractor's COI Plan should address the procedures to be followed for annual certification.

G. NOTIFICATION AND DOCUMENTATION

The COI Plan shall clearly delineate the official within the company responsible for making COI determinations. Generally, this would be someone at a middle to upper level of management. The responsible official shall be free of any personal conflicts for the purpose of making COI determinations (e.g., a program manager who receives bonuses based on the total amount of sales may not be free of conflicts).

The plan shall clearly identify the process that is required when notifying the EPA of any actual or potential COI and the actions that the company has taken or will take to avoid, neutralize, or mitigate the conflict. In addition, the

contractor shall document all COI searches related to EPA work, whether or not an actual or potential COI has been identified.

H. TRAINING

The COI Plan shall require all employees of the company to receive basic COI training and that each employee receive COI awareness training at least annually. The company's COI Plan shall be available for all employees to review. Annual awareness training shall include, at a minimum, a review of the certification language and any changes that may have occurred in the company's COI Plan. In addition, companies are encouraged to routinely disseminate to their employees current COI information.

I. SUBCONTRACTOR'S COI PLANS

The COI Plan shall describe the process and mechanism by which the company will monitor its subcontractors to ensure all subcontractors are complying with the COI provisions in their contracts. It is important that subcontractors identify and report COI as well as submit Limitation of Future Contracting (LOFC) requests for approval.

ATTACHMENT 5

TECHNICAL PROPOSAL INSTRUCTIONS

**RFP NO. PR-HQ-01-11697
HAZARD RANKING SYSTEM
AND NATIONAL PRIORITIES LIST TECHNICAL SUPPORT**

INSTRUCTIONS FOR THE PREPARATION OF TECHNICAL PROPOSALS

TECHNICAL PROPOSAL

Offerors shall submit the written portion of the technical proposal as a separate part of the total proposal package. Omit all cost or pricing details from the written and oral portions of the technical proposal.

You are advised to closely read the technical proposal instructions and evaluation criteria before preparing a technical proposal for both written and oral technical responses. The technical proposal consists of two parts: (1) a written technical proposal for criteria II through VI of Attachment 6 to the solicitation (Technical Evaluation Criteria); and (2) oral presentations to the Government for criterion I of Attachment 6. Past performance information submitted by each offeror will be used to contact references and to evaluate each offeror's past performance. The Government may use additional references if necessary.

The following sections provide further details regarding the written and oral portions of the technical proposal. Please note that the terms "offerors", "you", "your", etc., as used below, refer to the prime contractor, all subcontractors, consultants, and any other team contractors.

I. WRITTEN PROPOSAL

Written proposals consist of five sections: 1) Key Personnel, 2) Corporate Experience, 3) Management Approach, 4) Small Disadvantaged Business Participation, and 5) Past Performance. Each of these sections is linked to the corresponding evaluation criteria detailed in the Technical Evaluation Criteria of this RFP, Attachment 6.

A. General Instructions

Technical proposals shall be prepared using the following guidance:

1. Length - The maximum length of the technical proposals shall be limited to 50 typewritten pages on 8 ½ x 11" paper (each typewritten side of the paper is considered a "page"), using no less than 10 point character size and no less than an *average* of 3/4" all around for margins. The following items are *excluded* from the above stated page limitation: letters of transmittal, cover page, table-of-contents, dividers, and briefing charts to be used in the oral presentation. Resumes and Past Performance Questionnaires are not excluded from the above stated page limitation. Foldout pages are considered as the total number of 8-1/2 by 11 inch pages or fractions thereof that

they fit. Offerors shall be specific, succinct, clear and concise in writing the proposal. Offerors shall adhere to the page limitation specified. **Offerors are advised that pages submitted over the page limitation will not be evaluated by the Government.**

2. Organization - Offerors are advised to supply all information in the sequence and format specified below. The offeror's proposal and supporting documentation must provide sufficient basis for a thorough evaluation. It is suggested that the technical proposal be placed in a binder with dividers clearly indicating the following sections:

1. Photocopies of Briefing Charts used during Oral Presentation (Criterion I; see Section II.E.3 below)
2. Past Performance (Criterion II of Attachment 6)
3. Key Personnel (Criterion III of Attachment 6)
4. Corporate Experience (Criterion VI of Attachment 6)
5. Management Approach (Criterion V of Attachment 6)
6. Small Disadvantaged Business Participation (Criterion VI of Attachment 6)
7. Conflict of Interest Plan as identified in section "L" of the solicitation

3. Charts - Offerors are encouraged to use, whenever appropriate, quantitative and graphical methods to portray facts whenever possible through the use of charts, lists, matrices, diagrams, tabulations, etc.

4. Prohibition of Cost Data - All costs or pricing details must be omitted from both written and oral portions of the technical proposal.

5. Exceptions - Any exceptions or conditional assumptions taken with respect to the requirements of this RFP shall be fully explained. Please note, however, that exceptions or deviations may render your proposal ineligible for an award without discussions.

B. Required Sections of the Written Proposal

1. Past Performance (Criterion II of Attachment 6)

Refer to the Section L provision entitled "Past Performance Information (EPAAR 1552.215-75) (OCT 2000)."

2. Key Personnel (Criterion III of Attachment 6)

Offerors shall provide resumes for the key personnel proposed in the "Key Personnel" clause. The resumes shall demonstrate that the proposed team possesses the qualifications (i.e., the

education, skill, and experience) necessary to successfully manage and perform the statement of work (SOW). The discussion of personnel experience shall include:

a. **Work Assignment Managers** - Offerors shall describe the experience of the proposed Work Assignment Managers working on similar efforts to this RFP.

b. **Program Manager** - Offerors shall describe the proposed Program Manager's experience in organizing and managing large, complex contracts (including managing subcontractors and consultants) similar to the effort in this RFP. Please provide the contract title, contract number, project officer's name and current telephone number, contract dollar value and contract length.

3. Corporate Experience (Criterion IV of Attachment 6)

In addition to the information required for past performance above, offerors shall describe their corporate experience (including subcontractors and affiliates) providing services the same or similar to Tasks 1 - 6 of the SOW (RFP Attachment 1). Specifically, offerors shall submit a list of all contracts and subcontracts currently in process, or completed within the past three years, which are similar in nature to this requirement. Contracts listed may include those entered into with Federal, State and local governments. Specifically, the offeror (including all proposed team subcontractors) shall provide the following information for each contract/subcontract:

- i. Name of contracting activity/commercial business;
- ii. Contract title and number;
- iii. Contract type and total contract/subcontract value;
- iv. Brief description of contract/subcontract and the technology areas involved; and
- v. Period of performance.
- vi. Any affiliation between offeror and client.

The offerors shall specifically describe how either the scope of the entire contract referenced or work assignments from contracts referenced directly relate to the SOW Tasks identified in **Attachment 1**. To the degree that work is not clearly related to the SOW Tasks, offerors should establish its relevance to the SOW topic areas.

4. Management Approach (Criterion V of Attachment 6)

Offerors shall describe their approach to planning, organizing and carrying out contract activities as presented in the SOW, so as to ensure effective, efficient, timely and responsive support. This shall include a description of a proposed management plan, including subcontractors (if applicable). Offerors shall discuss how they plan to effectively meet the requirements of the contract through the roles and responsibilities of their team members (including subcontractors and consultants, if applicable), and through lines of authority and communication within the organization,

their concurrent implementation, and their approach and ability to resolve potential problems which could arise during contract performance. Offerors shall demonstrate the use of an appropriate financial monitoring system that tracks/controls costs expenditures during performance of any resultant contract. Presenting examples of the proposed system is encouraged. Offerors shall demonstrate their ability to commit personnel with appropriate qualifications and experience and maintain a high degree of responsiveness to the periodic, unpredictable nature of activities associated with the SOW. Offerors shall prepare a table identifying non-key staff, which describes their qualifications (education level and major studies) and experience in their area of technical expertise (including number of years) as it relates to the performance requirements of the statement of work. Offerors shall demonstrate how they will respond to a quick turnaround task within three hours.

Offerors shall submit a *labor mix matrix* demonstrating a plan to distribute the level of effort among the prime and team subcontractors/consultants (if applicable) by technical expertise and level of experience, to effectively meet the requirements of the SOW. In preparing the labor mix matrix, offerors should assume the following estimated distribution of effort among the tasks in the SOW:

Task 1 - Quality Assurance/Quality Control Review of Hazard Ranking System Packages	25.2%
Task 2 - Technical Support for Response to Comments Received During Rulemaking/Legal Defense of NPL Listing Decisions	23.6%
Task 3 - Training	4.6%
Task 4 - Technical Support	13.8%
Task 5 - Information Management Support	30.8%
Task 6 - Meeting and Workgroup Support	2.0%

5. Small Disadvantaged Business Participation (criterion VI of Attachment 6)

The Government intends to evaluate the level of Small Disadvantaged Business Participation evaluation factor. For instructions refer to the Section L provision entitled "Small Disadvantaged Business Participation Program EPAAR 1552.219-72 (OCT 2000) and to the Section M provision entitled "Small Disadvantaged Business Participation Evaluation Factor (EPAAR 1552.219-74) (OCT 2000).

II. ORAL PRESENTATIONS TO THE GOVERNMENT (Evaluation Criterion I of Attachment 6)

A. Technical Expertise: Sample Work Assignment (SWA) and Pop Quiz Questions (Criterion I of Attachment 6)

Offerors shall present their technical expertise, approach, and recommendations to the issues identified in the sample work assignment (RFP Attachment 7). In addition, each offeror will be

asked a series of five (5) pop-quiz technical questions related to the tasks identified in the SOW. Each offeror will be asked the same pop-quiz technical questions. The response will be used to evaluate each offeror's technical expertise and understanding of the SOW.

B. Schedule for Presentations

Presentations will be scheduled with offerors as soon as possible after the closing date for receipt of proposals. It is anticipated that oral presentations will begin approximately seven (7) calendar days from the receipt of proposals. The order in which offerors will make their presentations to the Government will be randomly determined by the Contracting Officer after receipt of written proposals. The presentations will be scheduled as closely together as possible. Once notified of their scheduled presentation date and time, offerors shall complete their presentations on the scheduled date and time.

Requests from offerors to reschedule their presentations will not be entertained and no rescheduling of presentations will be done unless determined necessary by the Government to resolve unanticipated problems or delays encountered in the presentation process.

C. Place/Time for Presentations

Presentations shall be performed in person at EPA offices in the Washington, D.C. Metropolitan area. Oral presentation shall be conducted in accordance with the following schedule:

- 9:00am - 10:00am – 60 minute response to sample work assignment**
- 10:00am - 10:15am – 15 minute break**
- 10:15am - 10:30am – EPA requests for clarification or elaboration of points in presentation, and offeror's responses.**
- 10:30am - 11:30am – 60 minute preparation/response to pop quiz questions**
- 11:30am - 12:30pm – 60 minute response to pop quiz questions**
- 12:30pm - 12:45pm – 15 minute break**
- 12:45pm - 1:15pm – EPA requests for clarification or elaboration of points in presentation, and offeror's responses**

D. Form of the Presentation

Presentations will be video and audio taped by the Government. An offeror will be provided a copy of its own videotaped presentation if requested. Submission of videotapes or other forms of media containing the presentation is not authorized and such technical proposals shall be rejected.

E. Presentation Format

1. Presentations shall be made by *proposed key personnel only*, as determined by the offeror. Key personnel to be used during oral presentations shall be selected from proposed key personnel identified in the cost proposal and the key personnel clause of the solicitation by the offeror. Offerors will make their presentations to the EPA officials identified for this solicitation. The presentations must be complete, concise, clear and specific, and illustrate the offeror's ability to support all aspects of the SOW with consistently high quality and timely performance of work.

2. Offerors shall demonstrate their technical knowledge and understanding of the statement of work by presenting their approach to the SWA (Attachment 7). Offerors shall utilize the "Instructions" included in Attachment 7 in their presentation. Offerors will be given a total of 60 minutes to make their presentation on the SWA. EPA will provide an overhead projector for transparencies for briefing charts, which are limited to 20 charts for the entire 60 minute presentation. The offeror may present the briefing through the use of multimedia (e.g., presentation software on a laptop). Each offeror shall supply its own projector/computer. Offerors will also be allowed to write on a flip chart during the presentation to illustrate their points. EPA will provide the flip chart, paper tablet, and black pen marker.

The offeror shall provide a copy of the briefing charts with the technical proposal. The briefing charts submitted with the proposal must be photocopies of the view charts used during the videotaping. Any substitution of charts will result in a score of inadequate for the presentation.

Offerors are responsible for providing a person to flip the view graph charts, if it will not be done by the briefer. The presenters may use name plates or name tags to identify themselves, if desired.

3. Following the 60 minute presentation for the sample work assignments, offerors will be given a 15 minute break. Following the break, the Government may request clarification (see paragraph #4 below). Following the clarification period, offerors will be given five technical "pop quiz" questions and allowed 60 minutes to prepare their oral responses. During this preparation time offerors may use additional blank view graphs to illustrate their responses to the five questions. Offerors will be given 60 minutes to present their oral responses to the five questions, which are all of equal importance. Offerors may bring written reference materials to assist in preparing responses, however the use of computers and telephones in any manner is prohibited during the preparation period. Offerors will be allowed to write on blank view graphs during the "pop quiz" section of the

presentation to illustrate their points. Offerors shall provide their own blank view graphs and markers. After the response to the “pop quiz” questions, offerors will be given a 15 minute break. Following the break, the Government may request clarification (see paragraph #4 below).

4. Following each of the presentations, the Government may request clarification of any points addressed in the oral presentations which are unclear, and may ask for elaboration by the offeror on any point which was not adequately supported. Any such interchange between the offeror and the Government will be for clarification only, and will not constitute discussions within the meaning of FAR 15.610. The time required for such clarifications will not be deducted from each presentation period. The Government intends to award without discussions. If the Government determines that discussions and final proposal revisions are necessary, the offeror will not be permitted any revisions to the oral presentation or to the answers given by the offeror’s team during the question and answer sessions in writing or otherwise, for criterion I (SWAs and pop quiz questions).

5. NO COST OR PRICING information shall be included in the presentation.

ATTACHMENT 6

TECHNICAL EVALUATION CRITERIA

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Responses to the questions will demonstrate each offeror's technical knowledge and understanding of the SOW.

II. PAST PERFORMANCE

(Written) 250 Points

Offerors' past performance will be evaluated based on past performance information provided in the proposal, and information obtained from responses to the Past Performance Questionnaire forms (Attachment 9), that will be used to gather relevant information from past performance references provided by the offeror and/or sources identified by the Government. Offerors will be evaluated on customer satisfaction per the performance elements identified in the past performance questionnaire form.

Offerors with no past performance history, whose past performance history is clearly not relevant, or for whom past performance data are not available, will not be evaluated favorably or unfavorably on past performance for those reasons. Every attempt will be made to ascertain meaningful past performance information on which the offeror's prior performance can be evaluated. Note: If an offeror does not submit the past performance information required, and EPA becomes aware that the offeror, in fact, has relevant past performance history, the offeror will be ineligible for award.

III. KEY PERSONNEL

(Written) 200 Points

The proposed key personnel will be evaluated on the extent of their relevant technical knowledge and expertise to perform the tasks identified in the SOW. In addition, they will be evaluated on their experience in relevant project management and possession of substantive, relevant knowledge within their respective subject areas.

IV. CORPORATE EXPERIENCE

(Written) 75 Points

Offerors will be evaluated on their current and prior corporate experience managing contracts of a similar scope and focus, dollar value, size and complexity to the tasks in the SOW. Offerors will be evaluated on the information presented in their written proposal pertaining to all contracts and subcontracts currently in process, or completed within the past three years, which are similar in nature to this requirement.

V. MANAGEMENT APPROACH

(Written) 75 Points

Offerors will be evaluated on their approach to perform the following:

Demonstrated ability to plan and organize contract activities as identified in the SOW, including the management of subcontractors/consultants (if applicable) and the roles and responsibilities of key personnel.

- Demonstrated ability to identify clear lines of authority, communication, and responsibility to perform the requirements of the SOW between prime, subcontractors/consultants (if applicable), and EPA as appropriate.
- Demonstrated ability to integrate the complex tasks of the SOW, oversee their concurrent implementation, and resolve potential problems arising during contract performance.
- Demonstrated ability to implement and perform appropriate financial monitoring/controls between prime, subcontractor/consultants to ensure that cost overruns or unauthorized expenditures are not realized, as it relates to performing the requirements of the SOW.
- Demonstrated ability to respond to a quick turnaround task within three hours.
- Demonstrated ability to provide appropriate personnel with applicable expertise, and demonstrated ability to maintain the following: 1) a highly trained staff in the areas identified in the SOW; and 2) a high degree of responsiveness to the periodic, unpredictable nature of the activities associated with the SOW.

VI. SMALL DISADVANTAGED BUSINESS PARTICIPATION

(Written) 50 Points

Each offeror's response shall be evaluated in accordance with the Section M provision entitled "Small Disadvantaged Business Participation Evaluation Factor (EPAAR 1552.219-74) (OCT 2000)".

ATTACHMENT 7

SAMPLE WORK ASSIGNMENT

INSTRUCTIONS FOR ORAL PRESENTATION OF THE SAMPLE WORK ASSIGNMENT**Part I**

The offerer shall:

1. Identify those issues in the HRS documentation record that would have to be addressed before the site can be proposed to the NPL. Offerors shall address all the significant issues and discuss the risk probability to site listing associated with these issues.
 - Offerors shall assume references are accurate insofar as they say what the Documentation Record says and that page numbers are correct.
 - Offerors shall assume the Superfund Chemical Data Matrix values are correct.
2. Explain why these are issues.
3. Present how you would resolve them.

Part II

The offeror shall assume that this site has been proposed to the National Priorities List in a *Federal Register* Notice. Playing the part of a potentially responsible party (PRP), the offeror shall discuss the comments it would submit in response to the proposed NPL listing in order to cause EPA to reduce the HRS score below 28.5 and thus keep the site from placement on the final NPL.

Part III

The offeror shall discuss how it, as the EPA contractor, would respond to the comments it has formulated as the PRP in Part II above in order to defend the final listing of this site on the NPL.

Part IV

The offeror shall rewrite, with the given information, the attribution section in the HRS Documentation Record for the groundwater release. Offerors shall give this document to the Technical Evaluation Panel Chairperson at the time of the oral presentation.

The Sample Work Assignment begin on the next page.

HRS DOCUMENTATION RECORD
GET GROUNDWATER SITE – REAL, KANSAS

Prepared For:

U.S. Environmental Protection Agency
Region 7
901 North 5th Street
Kansas City, Kansas 66101

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Appendix

Figure 1: Site Location Map

Figure 2: Site Map

Figure 3: Groundwater Flow Map

Figure 4: Four-mile Radius Map

Figure 5: Areas of Observed Contamination

SITE NARRATIVE

The GET Groundwater site is located in the village of GET, Real County, Kansas, containing approximately 160 residences and an estimated population of 366 individuals in approximately 0.25 square mile. All private and commercial properties in GET use private wells for drinking water; the village does not have a public water supply system. Except for wells located at the GET fire station and Fred's Agriservice commercial property, all other private wells draw water from a shallow aquifer that is 7 to 25 feet below ground surface (bgs). No day care centers or schools are located in GET. The primary land use in the site vicinity is residential and agricultural.

The U.S. Environmental Protection Agency (EPA) is proposing the GET, Kansas Groundwater site to the National Priorities List (NPL) because it is a continuing source of pesticides and nitrates contamination to the regional aquifer in the western portion of Real County. Past operations at two local agriservice facilities, Barney's Cropmate (Cropmate) and Fred's Agriservice, are identified as potential sources of the contamination. An observed release from these facilities has been documented in on-site monitoring wells and in downgradient private wells. Several private wells had concentrations of cyanazine, acetochlor, alachlor, atrazine, nitrates, and others at or above their respective detection limits. Alachlor and cyanazine were present in domestic wells at levels above health-based benchmarks (that is, at levels which the scientific community has determined may pose health risks). Seven private wells had detections of cyanazine above the Superfund Chemical Data Matrix Cancer Risk of 0.1 microgram per liter ($\mu\text{g/L}$). Similarly, four private wells had concentrations of alachlor above the maximum contaminant level (MCL) of 2.0 $\mu\text{g/L}$. EPA has not yet identified specific risks posed by the site; they will be addressed after the site is placed on the NPL. However, acute or chronic exposure of these chemicals may result in an increased risk of cancer and other adverse health conditions in humans.

Fred's Agriservice is an active full-service agricultural facility that stores large quantities of dry and liquid fertilizer, anhydrous ammonia, herbicides, and other agricultural farm chemicals; stores, processes, and sells grain commodities; and custom mixes chemicals and offers custom application services to local farmers. The site structures include a grain elevator, a flat grain storage building, a large ammonium nitrate tank, a dry fertilizer storage building, a warehouse, an office building with an attached loading dock and truck scale, and a bulk liquid herbicide tank storage and mixing area. The liquid fertilizer tanks and liquid herbicide tanks are

situated within secondary containment structures. The structures are uncovered and large cracks are present in the concrete floors. The concrete pad where chemicals and fertilizer are loaded out is not curbed, allowing any spillage to run off the pad. Application equipment is also stored on site. The Chicago, Rock Island, and Pacific railroad tracks formerly ran along the eastern edge of the property, separating Fred's Agriservice from residential properties located approximately 150 to 200 feet east/southeast to the property. The railroad tracks were removed in the 1980s.

The second potential source area is the former Barney's Cropmate facility, which is located across Highway 22 south/southwest of Fred's Agriservice. As of April 1999, this 7.5-acre property was owned by United Agri Products (UAP). All of the former buildings located on this property were razed in 1987 after the operations ceased. During its years of operation, the site stored, formulated, and sold fertilizers and herbicides. Before 1986, the primary features on the property were three large final product storage tanks, approximately 10 smaller vertical storage tanks, and four operations buildings that are presumed to have been used for the mixing of fertilizers and storage of herbicides. The nearest residence is located approximately 150 feet east/southeast of the property.

Several investigations have been conducted at the site, including the initial groundwater sampling conducted by the Kansas Department of Natural Resources (KDNR) in January 1997, after receiving complaints from the nearby residents. The sampling results indicated elevated levels of nitrates as high as 14 milligrams per liter and herbicides (alachlor, atrazine, cyanazine, and metolachlor) as high as 3.6 µg/L. In July 1997, the KDNR, in connection with the Real County Health Department, collected well samples from 143 locations for nitrates; 37 locations for alachlor, atrazine, and cyanazine; 22 locations for 2, 4-dichlorophenoxy; and 28 locations for benzene, toluene, ethylbenzene, and xylenes. The results from the July 1997 sampling indicated elevated levels of nitrates and herbicides concentrations above the MCL in a number of wells located downgradient of the Fred's Agriservice and Barney's Cropmate facilities. In September 1997, Monsanto, a herbicide/pesticide manufacturer, in its well monitoring assistance program, collected 85 water samples from private wells in GET. Sample results indicated that several samples contained alachlor and atrazine above their respective MCLs.

In February and April 1998, UAP, under KDNR's direction, conducted its own site investigation that confirmed significant nitrate and pesticide/herbicide contamination on the site. Groundwater samples collected contained alachlor and atrazine at highest concentrations of 90.6 µg/L and 1.1 µg/L, respectively. Similarly, Novartis, the manufacturer of atrazine, contracted ABC123 Environmental to collect water samples from 23 private wells downgradient of the former Barney's Cropmate facility. The sampling results indicated elevated levels of alachlor, atrazine, metolachlor, and nitrates in several sampling locations. Alachlor, atrazine, and nitrates all exceeded their MCLs in one or more sampling locations. An EPA contractor completed a Site Inspection (SI) in 1999. The groundwater sample results from the SI also indicated elevated levels of alachlor, atrazine, cynazine, metoalchlor, and nitrate at several locations. An EPA contractor followed up the SI with an Expanded Site Inspection (ESI), which was completed in March 2001. In support of the ESI, an EPA contractor collected several soil and groundwater samples. The analytical results from the ESI activities further confirmed the presence of pesticides and herbicides in the site soils and area groundwater.

HRS DOCUMENTATION RECORD COVER SHEET LOCATION INFORMATION

Name of Site: GET Groundwater Site
EPA ID No. KS000999999

Pathways, Components, or Threats Not Scored

The Hazard Ranking System (HRS) evaluation performed for the GET Groundwater Site is focused exclusively on the groundwater migration pathway. The surface water migration, soil exposure, and air migration pathways were evaluated but not scored, because the groundwater pathway score alone is sufficient to document an HRS score, qualifying the site for proposal to the National Priorities List (NPL). To delineate the aerial and vertical extent of the contaminated soils at suspected source areas and determine the extent of the groundwater contamination, surface and subsurface soil samples, temporary Geoprobe™ well groundwater samples, and private well samples were collected during the March 2001 Expanded Site Inspection (ESI).

Because the topography of the site area is extremely flat with slopes of 0 to 2 percent, no defined surface drainage is present at the site, and no surface water intakes, environmental or human food chain targets are existent at or near the site. The surface water migration pathway component was not integrated for HRS scoring purposes. In addition, surface water and sediment samples previously collected at the site contained no detectable concentrations of herbicides or any other analyzed contaminant, except small amounts of nitrate-nitrite nitrogen.

The soil samples collected during the ESI, which are being used to prepare this HRS Documentation Record, were primarily used to identify and quantify the source areas. Numerous site-specific contaminants were detected in shallow soil samples collected at the properties where the identified sources are located; however, no residential soil samples were collected in support of the ESI. Thus, no actual residential targets were available. The nearby population threat was not scored because the site facilities presented low attractiveness value. Therefore, there are insufficient data and relevant targets to evaluate the soil exposure pathway.

There are insufficient data to satisfy HRS requirements for establishing an observed release of hazardous substances to the environment. The air migration pathway has not been scored as part of this HRS package.

There are two source areas identified at the site for which adequate documentation exists to attribute the contaminants found in area groundwater. These sources are:

- Source 1 - Contaminated Soil at Fred's Agriservice
- Source 2 - Contaminated Soil at Barney's Cropmate

The two identified sources will be discussed in detail in following sections. The observed release to groundwater will also be discussed in later sections of this Documentation Record. The hazardous substances associated with each source area are identified in Section 2.2.

HRS DOCUMENTATION RECORD

Name of Site: GET Groundwater Site

EPA Region: 7

Date Prepared: August, 2001

Street Address of Site: 1783 Davis Avenue

City, County, and State: GET, Real, Kansas

General Location in the State: The site is located in the western part of Real County, as shown in Figure 2-1 of the Expanded Site Inspection Report (Ref. 5).

Topographic Map: The location of the GET Groundwater Site is shown on the GET, Kansas, Quadrangle, U.S. Geological Survey, 7.5 Minute Series Topographic Map (Ref. 3).

Latitude: 12°34'567" North **Longitude:** 98°76'54.3" West

Ref: 3, 4

Scores

Air Pathway	Not Evaluated
Groundwater Pathway	86.62
Soil Exposure Pathway	Not Evaluated
Surface Water Pathway	Not Evaluated
HRS SITE SCORE	43.31

HRS SCORESHEETS

		<u>S</u>	<u>S²</u>
1.	Groundwater Migration Pathway Score (S _{gw}) (from Table 3-1, line 13)	<u>86.616</u>	<u>7,502.3314</u>
2a.	Surface Water Overland/Flood Migration Component (from Table 4-1, line 30)	<u>NE</u>	
2b.	Groundwater to Surface Water Migration Component (from Table 4-25, line 28)	<u>NE</u>	
2c.	Surface Water Migration Pathway Score (S _{sw}) Enter the larger of lines 2a and 2b as the pathway score.	<u>NA</u>	<u>NA</u>
	3. Soil Exposure Pathway Score (S _s) (from Table 5-1, line 22)	<u>NE</u>	<u>NE</u>
4.	Air Migration Pathway Score (S _a) (from Table 6-1, line 12)	<u>NE</u>	<u>NE</u>
5.	Total of $S_{gw}^2 + S_{sw}^2 + S_s^2 + S_a^2$		<u>7,502.3314</u>

6. HRS Site Score

Divide the value on line 5 by 4 and take the square root

43.3078

NE = Not Evaluated
NA = Not Applicable

TABLE 3-1
GROUNDWATER MIGRATION PATHWAY SCORESHEET

<u>Factor Categories and Factors</u>		
<u>Likelihood of Release to an Aquifer</u>	<u>Maximum Value</u>	<u>Value Assigned</u>
1. Observed Release	550	<u>550</u>
2. Potential to Release		
2a. Containment	10	<u>10</u>
2b. Net Precipitation	10	<u>10</u>
2c. Depth to Aquifer	5	<u>5</u>
2d. Travel Time	35	<u>35</u>
2e. Potential to Release [lines 2a x (2b + 2c + 2d)]	500	<u>500</u>
3. Likelihood of Release (higher of lines 1 and 2e)	550	<u>550</u>
<u>Waste Characteristics</u>		
4. Toxicity/Mobility	a	<u>1000</u>
5. Hazardous Waste Quantity	a	<u>100</u>
6. Waste Characteristics	100	<u>18</u>
<u>Targets</u>		
7. Nearest Well	50	<u>50</u>
8. Population		
8a. Level I Concentrations	b	<u>624</u>
8b. Level II Concentrations	b	<u>18.2</u>
8c. Potential Contamination	b	<u>24.6</u>
8d. Population (lines 8a + 8b + 8c)	b	<u>716.8</u>
9. Resources	5	<u>5</u>
10. Wellhead Protection Area	20	<u>0.0</u>
11. Targets (lines 7 + 8d + 9 + 10)	b	<u>721.8</u>

GROUNDWATER MIGRATION SCORE FOR AN AQUIFER		
12. Aquifer Score [(lines 3 x 6 x 11)/82,500] ^c	100	<u>86.616</u>
GROUNDWATER MIGRATION PATHWAY SCORE		
13. Pathway Score (S_{gw}), (highest value from line 12 for all aquifers evaluated) ^c	100	<u>86.616</u>

^aMaximum value applies to waste characteristics category.

^bMaximum value not applicable.

^cDo not round to nearest integer.

LIST OF ACRONYMS

bgs	Below Ground Surface
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
cfs	Cubic Feet per Second
CLP	Contract Laboratory Program
CR	Cancer Risk Screening Concentration
EPA	U.S. Environmental Protection Agency
ESI	Expanded Site Inspection
HRS	Hazard Ranking System
KDNR	Kansas Department of Natural Resources
MCL	Maximum Contaminant Level
mg/kg	milligrams per kilogram
mg/L	milligrams per liter
NPL	National Priorities List
µg/L	micrograms per liter
ppm	parts per million
RA	Removal Assessment
RfD	Reference Dose Screening Concentration
SCDM	Superfund Chemical Data Matrix
SI	Site Inspection
SSI	Screening Site Inspection
START	Superfund Technical Assessment and Response Team
UAP	United Agri Products
USGS	U.S. Geological Survey

REFERENCES

No. Description of the Reference

1. U.S. Environmental Protection Agency (EPA). Hazard Ranking System, 40 CFR Part 300, Appendix A, 55 FR 51533. December 14, 1990. Excerpt. 2 pages.
 2. EPA. Superfund Chemical Data Matrix. June 1996. Excerpt. 3 pages.
 3. U.S. Geological Survey (USGS). 7.5-Minute Maps of Kansas: GET, Kansas. 1974.
 4. Latitude and Longitude Calculation Worksheet. Information obtained from internet at: <http://www.topozone.com> and http://www.dep.state.wv.us/oaq/permit/utm_coord.html. Excerpt. 2 page, 1 map.
- V.EPA Contractor, Inc., (EPA Contractor), Expanded Site Inspection Report for The GET Kansas Ground Water Site, GET, Kansas. March 2001. 73 pages.
6. EPA Contractor, Expanded Site Inspection Support Data Transmittal for GET GW site. Analyzed by Keystone Laboratories, Inc. Includes Work Orders: 1004.0497, 1004.0534, 1004.0412, 1012.0127, and 1004.0555. 2000. 388 pages.
 7. Kansas Department of Natural Resources (KDNR). Geological Survey Bureau. Registered Ground Water Wells in Real County, Kansas. Information obtained from internet at: www.igsb.u123.edu/geosam_map/county/Real/webmaps/sec.htm. 6 pages.
 8. U.S. Department of Commerce (USDC). Census Bureau: State and County Quickfacts: Real County, Kansas. Information obtained from internet at: <http://quickfacts.census.gov/qfd/states/19/19139.html>. 2 pages.
 9. U.S. Department of Agriculture (USDA). Soil Conservation Service. Soil Survey of Real County, Kansas. September 1989. Excerpt. 14 pages.
 10. Kansas Department of Natural Resources (KDNR). Draft Report for Private Drinking Water Study at GET, Kansas. October 1997. 164 pages.
 11. EPA Contractor. Site Inspection Report for the GET Kansas Ground Water Site, GET, Kansas. December 13, 1999. 165 pages.

2.2 SOURCE CHARACTERIZATION

2.2.1 SOURCE IDENTIFICATION

Name of source: Fred's Agriservice AOC

Number of source: 1

Source Type: Contaminated Soils

Description and Location of Source (with reference to a map of the site):

The GET Groundwater site Source 1 consists of contaminated soils located within the boundaries of Fred's Agriservice facility, as depicted in Figure 2, containing significantly elevated levels of herbicides/pesticides and nitrates. This is an active full-service agricultural facility that stores large quantities of dry and liquid fertilizer, anhydrous ammonia, herbicides/pesticides, and other agricultural farm chemicals; stores, processes, and sells grain commodities; and custom-mixes chemicals and offers custom application services to local farmers. The main site feature at this location are a grain elevator and flat grain storage building; a large ammonium nitrate tank, dry fertilizer storage building; a warehouse; an office building with attached loading dock and truck scale, a bulk herbicide/pesticide tank storage and mixing area (Ref. 5, pages 10 through 15, 36 through 42; Ref. 11, pages 6 through 14). The liquid fertilizer tanks and liquid herbicide/pesticide tanks are located within secondary containment structures. The structures are uncovered and appear to be open to the elements, as large cracks are present in the concrete floors. The concrete pad where chemicals and fertilizers are loaded is not contained properly. The herbicide/pesticide application equipment are also stored at the site. The Chicago, Rock Island, and Pacific railroad tracks, which were removed in the 1980s, formerly ran along the eastern edge of the property, dividing this facility from the residential properties located approximately 150 to 200 feet east/southeast from the site (Ref. 5, pages 10 through 15).

The land surrounding the Fred's Agriservice facility is relatively flat. Surface water drainage from the property is contained by the grade of the old railroad tracks on the eastern boundary. Highway 22 constricts the drainage to the south. Drainage from the property flows to ditches located next to the county road along the western edge of the property and Highway 22. The ditches flow west/southwest toward an intermittent drainage ditch, which runs approximately 0.5 mile to Coles Slough. Coles Slough is a large manmade drainage ditch that merges into Deep Water Creek, approximately 2 miles east of GET (Ref. 5, pages 10

through 15).

Surface and subsurface soil samples were collected throughout the targeted locations at Source 1 during both SI and ESI. The analytical results from the 2001 ESI were evaluated to characterize this source area. Analytical results of samples indicated the presence of several herbicides/pesticides and nitrates in soil that is peculiar to past and current site activities. Based on the calculations presented in Figure 5, the area of observed contamination associated with Source 1 is approximately 31,788 square feet (Ref.5, pages 36 through 42; Ref. 11, 29 through 33).

The samples collected near the bulk storage area had the highest concentration of herbicides/pesticides. Sample 100A had the highest concentrations of alachlor (1.68 mg/kg), metolachlor (1.17 mg/kg), atrazine (0.13 mg/kg), acetochlor (0.43 mg/kg), butylate (0.04 mg/kg), S-Ethyl dipropylthiocarbamate (EPTC) (0.2 mg/kg), pendimethalin (1.31 mg/kg), and trifluarlin (3.79 mg/kg). Sample locations 100, 102, and 104, all located within several feet of the bulk storage area, generally had the highest levels of herbicide/pesticide concentrations (Ref.5, pages 36 through 42; Ref. 11, 29 through 33).

2.2.2 HAZARDOUS SUBSTANCES ASSOCIATED WITH THE SOURCE

Background Concentrations: Because the herbicides/pesticides were not detected in background soil samples, any on-site concentration reported at or above the detection limit was considered to be significantly above background.

Sample ID	Sample Type	Date	Hazardous Substance	Hazardous Substance Concentration	Detection Limit	Reference
NA	NA	NA	NA	NA	NA	NA

Source Samples:

Sample ID	Sample Type	Date	Hazardous Substance	Hazardous Substance Concentration	Detection Limit	Reference
100 A	Soil (0.5 to 2 feet)	4/11/00	Alachlor	1.68 mg/kg	1.0	6, pp. 188 - 189
			Metolachlor	1.17 mg/kg	0.02	
			Atrazine	0.13 mg/kg	0.02	
			Acetochlor	0.43 mg/kg	0.02	
			Cyanazine	0.06 mg/kg	0.02	
100 B	Soil (5 to 7 feet)	4/11/00	Alachlor	0.15 mg/kg	0.02	6, pp. 190 - 191
			Metolachlor	0.19 mg/kg	0.02	
			Atrazine	0.13 mg/kg	0.02	
			Acetochlor	0.10 mg/kg	0.02	
			Cyanazine	0.26 mg/kg	0.02	
102 A	Soil (0.5 to 2 feet)	4/11/00	Alachlor	0.04 mg/kg	0.02	6, pp. 200 - 201
			Metolachlor	0.71 mg/kg	0.02	
			Atrazine	0.03 mg/kg	0.02	
			Metribuzin	0.11 mg/kg	0.02	
			Acetochlor	0.34 mg/kg	0.02	
			Cyanazine	0.02 mg/kg	0.02	
102 B	Soil (5 to 7 feet)	4/11/00	Alachlor	0.09 mg/kg	0.02	6, pp. 202 - 203
			Metolachlor	0.14 mg/kg	0.02	
			Atrazine	0.07 mg/kg	0.02	
			Metribuzin	0.07 mg/kg	0.02	
			Acetochlor	0.05 mg/kg	0.02	

Sample ID	Sample Type					
			Cyanazine	0.02 mg/kg	0.02	
104 A	Soil (0.5 to 2 feet)	4/11/00	Alachlor	0.11 mg/kg	0.02	6, pp. 204 - 205
			Metolachlor	0.48 mg/kg	0.02	
			Atrazine	0.03 mg/kg	0.02	
			Acetochlor	0.09 mg/kg	0.02	
104 B	Soil (5 to 7 feet)	4/12/00	Alachlor	0.12 mg/kg	0.02	6, pp. 206 - 207
			Metolachlor	1.05 mg/kg	0.02	
			Atrazine	0.12 mg/kg	0.02	
			Acetochlor	0.6 mg/kg	0.02	
120 A	Soil (0.5 to 2 feet)	4/12/00	Alachlor	0.07 mg/kg	0.02	6, pp. 284 - 285
			Atrazine	0.03 mg/kg	0.02	
122 A	Soil (0.5 to 2 feet)	4/13/00	Alachlor	0.08 mg/kg	0.02	6, pp. 360 - 361
			Atrazine	0.02 mg/kg	0.02	
			Metribuzin	0.04 mg/kg	0.02	
			Cyanazine	0.02 mg/kg	0.02	
124 A	Soil (0.5 to 2 feet)	4/13/00	Metolachlor	0.11 mg/kg	0.02	6, pp. 364 - 65
127 B	Soil (5 to 7 feet)	4/14/00	Metolachlor	0.09 mg/kg	0.02	6, pp. 379 - 380
			Acetochlor	0.12 mg/kg	0.02	

2.2.3 HAZARDOUS SUBSTANCES AVAILABLE TO A PATHWAY

Containment Description	Containment Factor Value	Ref.
Gas release to air: The air migration pathway was not evaluated; therefore, gas containment was not evaluated.	NE	NA
Particulate release to air: The air migration pathway was not evaluated; therefore, particulate containment was not evaluated.	NE	NA
Release to groundwater: No known liner or maintained cover is present at Source 1. Based on Table 3-2 of 40 CFR 300, all sources (except surface impoundments, land treatment, containers, and tanks) where no evidence of a liner or maintained engineered cover, or a functioning and maintained run-on control system and runoff management system is present, a containment value of 10 is assigned; therefore, a containment factor of 10 has been assigned.	10	1
Release via overland migration and/or flood: The surface water migration pathway was not evaluated; therefore, surface water containment was not evaluated.	NE	NE

Notes:

NS Not Scored
NE Not Evaluated

2.2.4 HAZARDOUS WASTE QUANTITY

Insufficient information exists to evaluate Hazardous Constituent Quantity, Hazardous Wastestream Quantity, and Volume for Source 1. Therefore, the Hazardous Waste Quantity value for Source 1 is based on the area of observed contamination.

2.4.2.1.1. Hazardous Constituent QuantityDescription: Not Evaluated.

Hazardous Substance	Constituent Quantity (pounds)	References
NA	NA	NA

Sum (pounds): NA

Hazardous Constituent Quantity Assigned Value: NS

2.4.2.1.2. Hazardous Wastestream QuantityDescription: Not Evaluated.

Hazardous Wastestream	Wastestream Quantity (pounds)	References
NA	NA	NA

Sum (pounds): NA

Sum of Wastestream Quantity/5,000 (Table 2-5): NA

Hazardous Wastestream Quantity Assigned Value: NS

2.4.2.1.3. VolumeDescription: Not Evaluated.

Source Type	Description (# drums or dimensions)	Units (yd ³ /gal)	References
NA	NA	NA	NA

Notes:

yd³/gal = cubic yard per gallonSum (yd³/gal): NA

Equation for Assigning Value (Table 2-5): NA

Volume Assigned Value: NS

2.4.2.1.4. Area

Description: The area of observed contamination for Source 1 was determined using the dimensions covered by samples locations 119, 122, and 124. All areas covered by permanent or maintained, essentially impenetrable materials within the area of observed contamination were excluded. Figure 5 depicts the calculations applied in determining the area of contamination. Based on this information, Source 1 has been determined to occupy an area of approximately 31,788 square feet (Ref. 5, pp. 39 to 43).

To obtain a Hazardous Waste Quantity value for contaminated soils, Table 2-5 of 40 CFR 300 instructs that the area value of the land surface in square feet to be divided by a factor of 34,000. Therefore, the Hazardous Waste Quantity value for Source 1 was obtained as follows:

$$HWQ = 31,788 \text{ Ft}^2 / 34,000 = 0.9349$$

Source Type	Units (ft ²)	References
Contaminated Soil	31,788	1

Notes:

ft² = Square feet

Sum (ft²): 31,788 ft²

Equation for Assigning Value (Table 2-5): $31,788 \text{ Ft}^2 / 34,000$

Area Assigned Value: 0.9349

2.4.2.1.5. Source Hazardous Waste Quantity Value

Highest assigned value assigned from Table 2-5: 0.9349

2.2.1 SOURCE IDENTIFICATION

Name of source: Barney's Cropmate AOC

Number of source: 2

Source Type: Contaminated Soils

Description and Location of Source (with reference to a map of the site):

The second potential source area is the former Barney's Cropmate facility, which is located across Highway 22 south-southwest of Fred's Agriservice. As of April 1999, this 7.5-acre property was owned by United Agri Products (UAP). All of the buildings located on this property were razed in 1987 after the operations ceased. During its years of operation, the site stored, formulated, and sold fertilizers and herbicides. Before 1986, the primary features on the property were three large final product storage tanks, approximately 10 smaller vertical storage tanks, and four operations buildings that might have been used for the mixing of fertilizers and storage of herbicides. The nearest residence is located approximately 150 feet east/southeast of the property. Figure 3 illustrates Source 2 and sample locations exerted in delineating its area of observed contamination (Ref. 5, pp. 10 - 22, 36 - 42; Ref. 11, 6 - 11, 29 - 33).

The samples used for delineating Source 2 are presented in the table below. In addition to the sample numbers, the table illustrates the contaminants associated with the source that will be used to establish the observed release criteria and delineate the area of observed contamination.

2.2.2 HAZARDOUS SUBSTANCES ASSOCIATED WITH THE SOURCE

Background Concentrations: Because the herbicides/pesticides were not detected in background soil samples, any on-site concentration reported at or above the detection limit was considered to be significantly above background.

Sample ID	Sample Type	Date	Hazardous Substance	Hazardous Substance Concentration	Detection Limit	Reference
NA	NA	NA	NA	NA	NA	NA

Source Samples:

Sample ID	Sample Type	Date	Hazardous Substance	Hazardous Substance Concentration	Detection Limit	Reference
210 A ¹	Soil (0.5 to 2 feet)	4/13/00	Metolachlor	0.03 mg/kg	0.02	6, pp. 52-53
213 A ¹	Soil (0.5 to 2 feet)	4/13/00	Alachlor	2.1 mg/kg	0.04	6, pp. 24-25
			Metolachlor	0.13 mg/kg	0.02	
			Trifluarlin	0.08 mg/kg	0.02	
106 ²	Soil (0.5 to 2 feet)	4/06/99	Metolachlor	0.61 mg/kg	0.056	11, pp. 75-76
			Trifluarlin	0.037 mg/kg	0.0047	

Notes: mg/kg = Milligrams per kilogram

Source: 1 - Expanded Site Inspection (March 2001) - Ref. 5

2 - Site Inspection (December 1999) - Ref. 11

2.2.3 HAZARDOUS SUBSTANCES AVAILABLE TO A PATHWAY

Containment Description	Containment Factor Value	Ref.
Gas release to air: The air migration pathway was not evaluated; therefore, gas containment was not evaluated.	NE	NA
Particulate release to air: The air migration pathway was not evaluated; therefore, particulate containment was not evaluated.	NE	NA
Release to groundwater: No known liner or maintained cover is present at Source 1. Based on Table 3-2 of 40 CFR 300, all sources (except surface impoundments, land treatment, containers, and tanks) where no evidence of a liner or maintained engineered cover, or a functioning and maintained run-on control system and runoff management system is present, a containment value of 10 is assigned; therefore, a containment factor of 10 has been assigned.	10	1

Release via overland migration and/or flood: The surface water migration pathway was not evaluated; therefore, surface water containment was not evaluated.	NE	NE
---	----	----

Notes:

NS Not Scored
NE Not Evaluated

2.2.4 HAZARDOUS WASTE QUANTITY

2.4.2.1.1. Hazardous Constituent Quantity

Insufficient information exists to evaluate Hazardous Constituent Quantity, Hazardous Wastestream Quantity, and Volume for Source 1. Therefore, the Hazardous Waste Quantity value for Source 1 is based on the area of observed contamination.

2.4.2.1.1. Hazardous Constituent Quantity

Description: Not Evaluated.

Hazardous Substance	Constituent Quantity (pounds)	References
NA	NA	NA

Sum (pounds): NA

Hazardous Constituent Quantity Assigned Value: NS

2.4.2.1.2. Hazardous Wastestream Quantity

Description: Not Evaluated.

Hazardous Wastestream	Wastestream Quantity (pounds)	References
NA	NA	NA

Sum (pounds): NA

Sum of Wastestream Quantity/5,000 (Table 2-5): NA

Hazardous Wastestream Quantity Assigned Value: NS

2.4.2.1.3. Volume

Description: Not Evaluated.

Source Type	Description (Number of Drums or Dimensions)	Units (yd ³ /gal)	References
NA	NA	NA	NA

Notes:

yd³/gal = Cubic yards per gallon

Sum (yd³/gal): NA

Equation for Assigning Value (Table 2-5): NA

Volume Assigned Value: NS

2.4.2.1.4 Area

Description: The area of observed contamination (Source 2) was determined using the dimensions covered by samples locations 210 A and 213 A from the ESI field sampling activity, and sample location 106 from the SI field sampling activity. Because the Barney's Cropmate facility was previously grazed, no areas are covered by a permanent, or otherwise maintained, essentially impenetrable materials, within the area of observed contamination. Figure 5 depicts the calculations applied in determining its area of contamination. Based on this information, Source 2 has been determined to occupy an area of approximately 5,440 square feet (Ref. 5, pp. 39-40; 11, pp. 33).

To obtain a Hazardous Waste Quantity value for contaminated soils, Table 2-5 of 40 CFR 300 instructs that the area value of the land surface in square feet to be divided by a factor of 34,000. Therefore, the Hazardous Waste Quantity value for Source 1 was obtained as follows:

$$\text{HWQ} = 5,440 \text{ Ft}^2 / 34,000 = 0.16$$

Source Type	Units (ft ²)	References
Contaminated Soil	5,440	1, 2

Notes: ft² = Square feet

Sum (ft²): 31,788 Ft²

Equation for Assigning Value (Table 2-5): 31,788 Ft² / 34,000

Area Assigned Value: 0.16

2.4.2.1.5. Source Hazardous Waste Quantity Value

Highest assigned value assigned from Table 2-5: 0.16

SUMMARY OF SOURCE DESCRIPTIONS

Source No.	Source Hazardous Waste Quantity Value	Source Hazardous Constituent Quantity Complete? (Y/N)	Containment Factor Value by Pathway				
			Ground-water (GW) (Table 3-2)	Surface Water (SW)	Air		
				Overland/flood (Table 4-2)	GW to SW (Table 3-2)	Gas (Table 6-3)	Particulate (Table 6-9)
1	0.9349	N	10	NE	NE	NE	NE
2	0.16	N	10	NE	NE	NE	NE

NE - Not Evaluated

Description of Other Possible Sources

No other potential source areas are suspected to be present. Analytical results have indicated that nitrate, pesticide, and herbicide have been released to the soil at the Fred's Agriservice property and at the former Barney's Cropmate facility at concentrations significantly exceeding the background concentrations. Therefore, the groundwater contamination is attributed to the site.

3.0 GROUNDWATER MIGRATION PATHWAY

3.0.1 GENERAL CONSIDERATIONS

Groundwater Migration Pathway Description

The groundwater migration pathway has been evaluated based on an observed release to the groundwater as documented by on-site monitoring wells and private drinking water wells located outside the properties where the sources are located. The site is located in Real County on a broad expanse of low terrace terrain. Known as Lake Bedrock, the distinctive lowland basin in southeast Kansas comprises Wilma, Real, Pebbles, Betty, and BamBam counties. This region includes a variety of landscape features reflecting a geologic history of erosion and deposition by glaciers, water, and wind. Bluffs to the west and northwest of GET outline the topographic change from upland to lowland. The basin is partially filled with sorted and stratified deposits of gravel, sand, silt, and clay. Three terrace systems are preserved within the basin as broad, level lands that are remnants of older, higher flood plains. Abrupt scarps mark the drop in elevation between these terraces and the modern flood plain. The terraces are comprised of alluvium overlain by Wisconsinian and Holocene eolian and colluvial deposits. The local geologic setting was formulated based on soil boring logs from local monitoring wells. The broad, low terrace on which GET is positioned is underlain by thick unconsolidated sediments. The site area is generally underlain from the ground surface to 2.5 feet below ground surface (bgs) with lean clay and some sandy lean clay, trace organic matter, cinders, and silty fine to coarse sands; from 2.5 to 5 feet bgs with lean brown to gray clay; from 5 to 45 feet bgs with fine to medium sand with trace amounts of silt; from 45 to 144 feet bgs with clay; and from 144 to 165 feet bgs with sand overlying more clay. The two stratigraphically lowest of the unconsolidated deposits, the Nebraskan and the Kansas drift sheet, are both dark-bluish glacial tills. In the site area the Kansas drift sheet (50 to 200 feet bgs) overlays the lower Devonian geologic formation that consists of interbedded, brittle, hard, and fossiliferous limestones (Ref. 5, pp. 44-45; Ref. 10, pp. 7_12).

Subsurface materials comprising the upper aquifer underlying the site generally consists of fine to medium sands from approximately 5 to 45 feet bgs. The water table level beneath GET varies seasonally from less than 5 to 20 feet bgs. All 160 private wells located in GET draw water from the upper aquifer. Well survey

information indicates that the upper aquifer has hydraulic conductivities of between 3.1 feet per day (ft/day) to 17 ft/day. Static water level measurements indicated that the groundwater flow was generally to the southeast. The second sand aquifer is between 144 and 164 feet bgs. The upper and lower aquifers are not considered to be interconnected. Two wells, Fred's Agriservice and the GET fire station, draw water from the deeper aquifer (Ref. 5, pp. 44-45; Ref. 10, pp. 7-12).

Approximately 140 residences in GET, Kansas, have private drinking water wells screened in the upper aquifer. An additional 20 small businesses or government services use drinking water wells screened in the upper aquifer. There is no municipal water supply system located within the 4-mile radius of the site (Ref. 7, pp. 1-6). Approximately 315 people live within the 0.25-mile radius of the two identified sources; an additional 520 residents within the 4-mile radius of the site use private wells for drinking water. Based on the analytical results of groundwater samples collected during the ESI (and other past sampling events), alachlor, metolachlor, atrazine, metribuzin, acetochlor, cyanazine, butylate, and EPTC meet the minimum requirements for establishing an observed release (Ref. 1, Table 2-3; Ref. 5, 44-50; Ref. 11, pp. 34-41).

A release of contaminants attributable to the Barney's Cropmate facility and Fred's Agriservice has been documented in on-site monitoring and downgradient (southeasterly) private drinking water wells. Alachlor was detected at levels above background exceeding the MCL of 2.0 µg/L in four of the 30 private well samples. Cyanazine was detected at levels above background in eight private drinking water wells; seven of those wells had detections above the Superfund Chemical Data Matrix (SCDM) Cancer Risk Benchmark (CR) of 0.1 µg/L. Because cyanazine was detected in soil/source samples collected at Fred's Agriservice but not detected in any soil samples collected at the Barney's Cropmate facility, the release of cyanazine is associated with the source at the Fred's Agriservice facility (Source 1). Atrazine was detected in 24 private wells above its Reference Dose Concentration (RfD) of 0.38 µg/L (Ref. 1, Table 2-3; Ref. 5, 44-50; Ref. 11, pp. 34-41).

Aquifer/Stratum 1 (upper):

Aquifer/Stratum Name: Alluvial

Description: Subsurface material comprising the upper aquifer underlying the site generally consists of fine to medium sand from approximately 5 to 45 feet bgs, with a water table that varies seasonally from less than 5 feet to 20 feet bgs. All 140 residential wells located in the village of GET draw water from the upper aquifer. An additional 20 small businesses or government services use drinking water wells screened in the upper aquifer (Ref. 5, pp. 45-46). Well survey data indicate that the majority of the private wells in the area have a screened interval of 12 to 25 feet bgs. Slug test data suggest that the upper aquifer has hydraulic conductivities of between 3.1 ft/day and 17 ft/day (Ref. 5, pp. 45-46). Static water level measurements suggested that the groundwater flow was generally to the southeast in February 1998, and more south-southeast in March and April 1998 (Ref. 5, pp. 45-46). The horizontal hydraulic gradient was estimated to be approximately 0.002 ft/day (Ref. 5, p. 45).

Aquifer/Stratum 2 (deeper):

Aquifer/Stratum Name: Ozark

Description: The deeper aquifer is between 144 and 164 feet bgs. Only two wells (Fred's Agriservice and GET fire station) draw from the lower aquifer. Because greater than 90 feet of clay occurs between the upper and lower aquifers, the aquifers are not suspected to be interconnected (Ref. 5, p. 46). Based on the information gathered during the ESI, the water from the deeper aquifer is of poor quality and is generally considered a poor drinking water source (Ref. 5, p. 45).

SUMMARY OF AQUIFER(S) BEING EVALUATED

Aquifer No.	Aquifer Name	Is Aquifer Interconnected with Upper Aquifer within 2 miles? (Y/N/NA)	Is Aquifer Continuous within 4-mile TDL? (Y/N)	Is Aquifer Karst? (Y/N)
1	Alluvial	NA	Y	N
2	Ozark	N	Y	N

3.1 LIKELIHOOD OF RELEASE

3.1.1 OBSERVED RELEASE

Aquifer Being Evaluated: Shallow Alluvial Aquifer (upper)

Identification of the groundwater contamination was based on groundwater sampling results from private and monitoring wells completed in the shallow alluvial aquifer. An observed release to groundwater pathway, as defined by Section 3.1.1 of the 40 CFR 300, has been established based on the analytical results gathered during the 2001 ESI and the 1999 SI (Ref 1, Sec. 2.3).

Direct Observation: Not Applicable

Chemical Analysis

Sixty-four samples (-300 through -363) were collected from private drinking water wells in GET in depth from 12 to 25 feet bgs during the ESI in April 2000 (Ref. 5, pp. 45-46). The samples were collected downgradient (southeast) of the Fred's Agriservice and the Barney's Cropmate facility, the two source areas. Background sample -300 was collected upgradient to the west of the source areas to document the quality of groundwater not influenced by the site. In addition to the private well samples, six of the nine monitoring wells (MW-1, MW-3, MW-4, MW-5, MW-7, and MW-8) at the Barney's Cropmate facility were sampled. These monitoring wells were screened at depths of 7 feet to 15 feet bgs (Ref. 5, pp. 45-46). The other three monitoring wells (MW-2, MW-6, and MW-9) were sampled during the April 1999 SI (Ref. 5, pp. 45-46).

Background Concentrations:

Sample ID	Description	Screened Interval (feet bgs)	Date	Reference
-300	1241 Highway 22 (Located west of the source areas)	12 to 15	4/10/00	5, p. 46; 6, pp. 99-100

Sample ID	Hazardous Substance	Concentration (µg/L)	Detection Limit (µg/L)	Reference
-300	Atrazine	ND	0.1	6, pp. 99-100
	Cyanazine	ND	0.1	
	Metribuzin	ND	0.1	

Contaminated Samples:**Private Well Samples****April 10 through April 15, 2000**

Sample ID	Location	References
301	116 Buggy Way	6, pp. 101-102
303	605 Thomas Way	6, pp. 105-106
304	408 Sammy Dr.	6, pp. 107-108
305	416 Sammy Dr.	6, pp. 109-110
306	407 ½ Sammy Dr.	6, pp. 111-112
307	408 M & M Ridge	6, pp. 113-114
308	504 M & M Ridge	6, pp. 115-116
309	113 Thomas Way	6, pp. 117-118
310	410 Kitty LeRue	6, pp. 119-120
311	414 Sammy Dr.	6, pp. 121-122

312	308 Mercy Dr.	6, pp. 123-124
313	414 M & M Ridge	6, pp. 125-124
314	502 M & M Ridge	6, pp. 127-128
316	127 Georgie	6, pp. 131-132
318	505 Freds	6, pp. 135-136
321	309 Mercy Dr.	6, pp. 141-142
322	313 M & M Ridge	6, pp. 143-144
325	612 M & M Ridge	6, pp. 214-215
326	606 M & M Ridge	6, pp. 216-217
328	415-417 Sammy Dr.	6, pp. 220-221
331	410 Sammy Dr.	6, pp. 226-227
333	509 Snubby	6, pp. 230-231
335	515 Sammy Dr.	6, pp. 234-235
336	505 Mercy Dr.	6, pp. 236-237
338	503 M & M Ridge	6, pp. 240-241
340	512 M & M Ridge	6, pp. 244-245
346	111 Thomas Way	6, pp. 256-257
348	1783 Mercy (shallow)	6, pp. 260-261
351	430 M & M Ridge	6, pp. 266-267
356	412 Kitty LeRue St.	6, pp. 340-341
362	107 Thomas Way	5, p. 55

Private Well Samples

April 10 through April 15, 2000

Sample ID	Level*	Pesticides (µg/L) – Level I and Level II Results			
		Alachlor	Atrazine	Metribuzin	Cyanazine
301	II	1.5	0.1	0.5	0.1U
303	I	0.9	1.0	0.5	0.1U
304	I	1.8	1.7	0.6	0.1U
305	I	1.5	1.4	0.1U	0.1U

306	I	1.2	0.5	0.4	0.3
307	II	0.4	0.3	0.1U	0.1U
308	II	0.6	0.4	0.1U	0.1U
309	I	0.2	0.4	0.1U	0.1U
310	I	18.1	5.9	0.8	3.4
311	I	1.7	1.2	0.3	0.2
312	I	0.4	0.5	0.1U	0.1U
313	I	2.0	1.0	0.1U	0.1U
314	I	1.2	0.7	0.1U	0.1U
316	I	2.6	0.1U	0.1U	0.1U
318	I	2.5	1.3	0.1U	0.2
321	I	0.3	1.3	0.1U	0.5
322	I	0.9	0.6	0.1	0.1U
325	I	0.6	0.9	0.4	0.1
326	I	12.7	2.3	0.2	0.2
328	II	0.3	0.3	0.1U	0.1U
331	I	1.0	0.9	0.6	0.1U
333	I	0.2	1.5	0.1U	0.1U
335	II	1.4	0.1	0.1U	0.1U
336	I	0.2	0.6	0.1U	0.1U
338	I	0.6	1.4	0.1U	0.1U
340	II	0.5U	0.1U	0.2	0.1U
346	II	0.1	0.3	0.1U	0.1U
348	II	0.1	1.1	0.2	0.1U
351	I	0.2	0.9	0.1U	0.1U
356	I	1.1	2.5	0.1U	0.2
362	II	0.8	0.1U	0.1	0.1U
Italic - Level I Concentrations					
300	NA	0.1U	0.1U	0.1U	0.1U
Benchmarks	MCL	2.0	3.0	NA	NA
	CR	NA	1,300	NA	0.1

	RfD	NA	0.38	910	73
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Notes:

* - Indicates whether the sample location is subject to Level I or Level II contamination.

MCL Maximum Contaminant Level

CR SCDM Cancer Risk Screening Concentration

RfD SCDM Reference Dose Screening Concentration

Detection Limit (DL) for all analytes was 0.1 µg/L

Attribution:

A review of background information indicates that Fred's Agriservice is an active full-service agricultural facility that stores bulk quantities of dry and liquid fertilizer, anhydrous ammonia, herbicides, and other agricultural farm chemicals. The facility also custom mixes chemicals and offers custom application services to local farmers. An office building with attached loading dock and truck scale, a bulk liquid herbicide tank storage and mixing area is located on the Fred's Agriservice property. The liquid fertilizer tanks and liquid herbicide tanks are situated within secondary containment structures and they are open to the elements. Large cracks were observed in the concrete floor during the ESI. The concrete pad where chemicals and fertilizers are loaded is not contained, thus allowing any spillage to run off the pad (Ref. 5, pp. 10-12; 10, pp. 5-13; 11, pp. 6-14). The former Barney's Cropmate property is currently inactive. However, during its years of operation, the facility stored, formulated, and sold agricultural fertilizers and herbicides (Ref. 5, p. 11). Analytical results of samples collected from source areas indicate the presence of several pesticides, herbicides, and nitrates in soil that is attributable to past and current site activities (Ref. 5, p. 36).

Previous investigations by KDNR and EPA contractors have indicated that the shallow aquifer in GET was contaminated with pesticides, herbicides, and nitrates (Ref. 5, pp. 16-22). The shallow aquifer provides potable water for approximately 160 private wells in GET; the city has no municipal water supply. Because the result of soil/source samples collected in support of past investigations have indicated the presence of pesticides, herbicides, and nitrates (associated with historical site activities) at significantly above background concentrations at the Barney's Cropmate property and Fred's Agriservice facility, the groundwater contamination in GET, Kansas has been attributed to the Barney's Cropmate property and Fred's Agriservice facility (Ref. 5, 16-22). In addition, a review of groundwater sample results indicates

that the samples collected downgradient of the Barney's Cropmate property and Fred's Agriservice facility generally had elevated levels of contaminants of concern (Ref. 5, pp. 44-56).

Hazardous Substances Released

Based on 2001 ESI and 1999 SI data, an observed release by chemical analysis of Alachlor, Atrazine, Metribuzin, and Cyanazine has been documented; therefore, a groundwater observed release value of 550 is assigned.

Groundwater Observed Release Factor Value: 550

3.2 WASTE CHARACTERISTICS

3.2.1 TOXICITY/MOBILITY

According to 40 CFR 300, toxicity is evaluated for those hazardous substances at the site that are available to a pathway being scored (Ref. 1, Sec. 2.4.1.1). Toxicity values for hazardous substances are assigned in the SCDM and have been presented in the table below.

According to 40 CFR 300, for any hazardous substance that meets the criteria for an observed release by chemical analysis to one or more aquifers underlying the source(s) at the site, regardless of the aquifer being evaluated, a factor value of 1 is assigned (Ref. 1, Sec. 3.2.1.2).

Hazardous Substance	Source No.	Toxicity Factor Value	Mobility Factor Value	Does Hazardous Substance Meet Observed Release? (Y/N)	Toxicity/Mobility (Table 3-9)	Reference
Atrazine	1	100	1	Y	100	2
Cyanazine	1	1,000	1	Y	1,000	2
Metribuzin	1	100	1	Y	100	2
Alachlor*	1, 2	NA	NA	Y	NA	NA

* - Alachlor is currently not included in the SCDM. However, the EPA-established MCL for Alachlor is 2 µg/l. The MCL is derived from the EPA Drinking Water Regulations and Health Advisories, Office of Water, EPA 822-R-96-001, published in February 1996.

Toxicity/Mobility Factor Value: 1,000

(Table 3-9)

3.2.2 HAZARDOUS WASTE QUANTITY

Source No.	Source Type	Source Hazardous Waste Quantity
1	Contaminated Soils	0.9349
2	Contaminated Soils	0.16

Sum of Values: 1.0949

According to 40 CFR 300, for all migration pathways when hazardous constituent quantity is not adequately determined and if any Level I or Level II concentrations are present for the pathway being evaluated, then a value of 100 is assigned as the hazardous waste quantity factor value for that pathway (Ref. 1, Sec. 2.4.2.2). Therefore, because there are targets which are subject to Level I and Level II concentrations, a pathway hazardous waste quantity factor value of 100 is assigned.

Hazardous Waste Quantity Factor Value: 100

(Table 2-6)

3.2.3 WASTE CHARACTERISTICS FACTOR CATEGORY VALUE

According to 40 CFR 300, the waste characteristics factor category value is derived by multiplying the toxicity/mobility factor value by the hazardous waste quantity factor value (Ref. 1, Sec. 3.2.3). Based on this product, a value from Table 2-7 of 40 CFR 300 is assigned to the waste characteristics factor category (Ref. 1, Sec. 3.2.3).

The toxicity/mobility factor value of 100 multiplied by the hazardous waste quantity factor value of 100 equals a product of 10,000. According to Table 2-7 of 40 CFR 300, a product of 10,000 equates to a waste characteristics factor category value of 18 (Ref. 1, Table 2-7).

Toxicity/Mobility Factor Value: 1000

Hazardous Waste Quantity Factor Value: 100

Toxicity/Mobility Factor Value X

Hazardous Waste Quantity Factor Value: 100,000

Waste Characteristics Factor Category Value: 18

(Table 2-7)

3.3 TARGETS

3.3.1 NEAREST WELL

According to 40 CFR 300, if one or more drinking water wells is subject to Level I concentrations, a value of 50 is assigned as the Nearest Well Factor Value (Ref. 1, Sec. 3.3.1). Several wells listed in Section 3.3.2.1 of this documentation record are subject to Level I concentrations and were being used as the source(s) of drinking water for the residences located downgradient of Source 1 and Source 2. Therefore, a value of 50 has been assigned as the Nearest Well Factor.

Well ID: The residential and private wells subject to Level I concentration is presented in the table below.

Level of Contamination (I, II, or potential): Because several private drinking water wells at the site are subject to Level I concentration, a nearest well factor value of 50 has been assigned to the site (Ref. 1, Section 3.3.1).

Nearest Well Factor Value: 50

(Table 3-11)

3.3.2 POPULATION

3.3.2.1 Level of Contamination

Level I concentrations are established in samples from drinking water wells in which the concentration of a hazardous substance that meets the criteria for an observed release is at or above its drinking water benchmark (Ref. 1, Sec. 2.5). Drinking water benchmarks, as depicted in SCDM, include MCL, CR, and RfDs (Ref. 2).

Level I concentrations have been documented in 24 private wells in accordance with the 40 CFR Rule (Ref. 1, Sec. 3.3.2.2). Additional private wells subject to Level I concentrations are suspected. Because these domestic wells were being used as drinking wells at the time when the sampling occurred, they are considered to be subject to actual contamination. Level I concentrations documented in groundwater samples collected from the private domestic wells are presented in the following table. The location of these wells is presented in Section 3.1.1 Tables.

3.3.2.2 Level I Concentrations

Sample ID	Aquifer	Location	Population	References
303	1	605 Thomas Way	2.6	8, pp. 1-2
304	1	408 Sammy Dr.	2.6	
305	1	416 Sammy Dr.	2.6	
306	1	407 ½ Sammy Dr.	2.6	
308	1	504 M & M Ridge	2.6	
309	1	113 Thomas Way	2.6	
310	1	410 Kitty LeRue	2.6	
311	1	414 Sammy Dr.	2.6	
312	1	308 Mercy Dr.	2.6	

Sample ID	Aquifer	Location	Population	References
313	1	414 M & M Ridge	2.6	
314	1	502 M & M Ridge	2.6	
316	1	127 Georgie	2.6	
318	1	505 Freds	2.6	
321	1	309 Mercy Dr.	2.6	
322	1	313 M & M Ridge	2.6	
325	1	612 M & M Ridge	2.6	
326	1	606 M & M Ridge	2.6	
331	1	410 Sammy Dr.	2.6	
333	1	509 Snubby	2.6	
336	1	505 Mercy	2.6	
338	1	503 M & M Ridge	2.6	
348	1	1783 Mercy (shallow)	2.6	
351	1	430 M & M Ridge	2.6	
356	1	412 Kitty LeRue St.	2.6	

Sum of Population Served by Level I Wells: 62.4

Sum of Population Served by Level I Wells x 10: 624

According to the 2000 Census Population, there are approximately 2.6 persons per household for the City of GET, Kansas (Ref. 8, pg. 1). Thus, 2.6 has been assigned as the approximate number of persons served by each well (Ref. 1, Sec. 3.3.2).

According to 40 CRF 300, the Level I Concentration Factor Value is calculated by identifying the wells subject to Level I concentrations and summing the number of people served by these wells. This sum is then multiplied by 10 and the resulting product is assigned as the Level I Concentration Factor Value (Ref. 1, Sec. 3.3.2.2).

Level I Concentrations Factor Value: 624

3.3.2.3 Level II Concentrations

Level II concentrations are established in samples from drinking water wells in which the concentrations of a hazardous substance meet the criteria for an observed release, but are less than the drinking water benchmark (Ref. 1, Sec. 2.5). Drinking water benchmarks, as depicted in SCDM, include MCLs, CRs, and RfDs (Ref. 2).

Level II concentrations have been documented in approximately seven private drinking water wells in accordance with 40 CFR 300 (Ref. 1, Sec. 3.3.2.3). Groundwater samples collected as part of the ESI sampling effort have established Level II concentrations at these wells. The Level II concentration documented in groundwater samples collected at the seven aforementioned private wells are presented in the following table.

Level II Well	Aquifer No.	Population	Reference
116 Georgie	1	2.6	8, pp. 1-2
408 M & M Ridge	1	2.6	
415-417 M & M Ridge	1	2.6	
515 Sammy Dr.	1	2.6	
512 M & M Ridge	1	2.6	
111 Thomas Way	1	2.6	
107 Thomas Way	1	2.6	

Sum of Population Served by Level II Wells: 62.4

Level II Concentrations Factor Value: 62.4

3.3.2.4 Potential Contamination

Distance Category (Miles)	Population	Reference	Distance-weighted Population Value (Table 3-12)
0 to 0.25	200	5, pp. 44-56	164
0.25 to 0.5	65		33
0.5 to 1.0	13		5
1.0 to 2.0	94		10
2.0 to 3.0	150		21
3.0 to 4.0	198		13

Calculations: Based on Table 3-12 of 40 CFR 300, Distance Weighted Population Value was calculated for the respective distance ring categories. The sum of Distance-Weighted Population Value resulted in 246.

Sum of Distance-Weighted Population Values: 246

Sum of Distance-Weighted Population Values/10: 24.6

Potential Contamination Factor Value: 24.6

3.3.3 RESOURCES

Water drawn from any target well for the aquifer being evaluated that is used for irrigation of commercial crops food crops or commercial forage crops can be considered a resource under 40 CFR 300 (Ref. 1, Sec. 3.3.3). Because watering of commercial stock and irrigation (greater than 5 acres) of commercial food crops or commercial forage crops occurs from a target well within the aquifer evaluated for the groundwater migration pathway, a value of 5 has been assigned (Ref: 9, pp. 9-11).

Resources Factor Value: 5

3.3.4 WELLHEAD PROTECTION AREA

No known Wellhead Protection Area is located within the 4-mile radius of the site. Therefore, no Wellhead Protection Area Factor Value has been assigned.

Wellhead Protection Area Factor Value: NA

ATTACHMENT 8

CLIENT AUTHORIZATION LETTER

[Addressee]

Dear *Client*:

We are currently responding to the Environmental Protection Agency RFP #PR-HQ-02-11697 for the procurement of Hazard Ranking System and National Priorities List Technical Support. The EPA is placing increased emphasis in their acquisitions on past performance as a source selection evaluation factor. EPA requires offerors to inform references identified in proposals that EPA may contact them about past performance information.

If you are contacted by EPA for information on work we have performed under contract for your company/agency/state or local government, you are hereby authorized to respond to EPA inquiries.

Your cooperation is appreciated. Please direct any questions to _____.
[Offeror's point-of-contact]

Sincerely,

ATTACHMENT 9

PAST PERFORMANCE QUESTIONNAIRE

PAST PERFORMANCE QUESTIONNAIRE

S O U R C E S E L E C T I O N S E N S I T I V E I N F O R M A T I O N

Name of Offeror: _____

Contract Information
(supplied by offeror in proposal)

Name of Contractor: _____

Contract Number: _____

Contract Title: _____

Contract Value: _____

Type of Contract: _____ Period of Performance: _____

The ratings below are supplied by the contact identified below, NOT the offeror.

- 5 = SUPERIOR
- 4 = GOOD
- 3 = ADEQUATE
- 2 = UNCLEAR, INCOMPLETE
- 1 = MAJOR DEFICIENCIES
- 0 = TOTALLY DEFICIENT

Performance Elements	5	4	3	2	1	0
1. Quality of Services/Supplies	_____	_____	_____	_____	_____	_____
2. Timeliness of Performance	_____	_____	_____	_____	_____	_____
3. Effectiveness of Management (including subcontractors)	_____	_____	_____	_____	_____	_____
4. Initiative in Meeting Requirements	_____	_____	_____	_____	_____	_____
5. Response to Technical Direction	_____	_____	_____	_____	_____	_____
6. Responsiveness to Performance Problems	_____	_____	_____	_____	_____	_____
7. Compliance with Cost/Price Estimates	_____	_____	_____	_____	_____	_____
8. Customer Satisfaction	_____	_____	_____	_____	_____	_____
9. Overall Performance	_____	_____	_____	_____	_____	_____

10. Remarks on outstanding performance:

(Provide data supporting this observation; you may continue on a separate sheet if needed.)

11. Remarks on unsatisfactory performance:

(Provide data supporting this observation; you may continue on separate sheet if needed.)

12. Please identify any corporate affiliations with the offeror.

13. Would you do business with _____ again?
(insert offeror's name)

14. Information provided by:

Name

Title

Mailing Address (Street and P.O. Box)

City, State and Zip Code

Time of Call

Telephone and Fax Numbers

15. Questionnaire completed by:

Name of EPA Employee

Signature of EPA Employee

Title

Date Questionnaire Complete

ATTACHMENT 10

COST PROPOSAL INSTRUCTIONS

COST PROPOSAL INSTRUCTIONS
HAZARD RANKING SYSTEM
AND NATIONAL PRIORITIES LIST TECHNICAL SUPPORT

RFP # PR-HQ-02-11697

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EXHIBIT - A Cost Proposal Model

COST PROPOSAL INSTRUCTIONS

HAZARD RANKING SYSTEM AND NATIONAL PRIORITIES LIST TECHNICAL SUPPORT

The period of performance for this contract includes a two-year base period and three one-year optional periods. In addition, the contract will contain options to increase quantities during each year of the contract.

Your cost proposal shall be specific, complete in every detail, and separate from your technical proposal. In addition to a hard copy of the information, to expedite review of your proposal, you are requested to submit a computer disk containing the cost schedules requested below, if this information is available using a commercial spreadsheet program on a personal computer. Please indicate the software program used to create this information. Offerors should include the formulas and factors used in calculating the financial data on the disk as well as the basic financial information. Although submission of the computer disk will expedite review, failure to submit the disk will not affect consideration of your proposal.

I. GENERAL - The offeror shall provide the following information (Items 1 - 7) on the first page of the cost proposal:

- (1) Solicitation number;
- (2) Name and address of offeror;
- (3) Name and telephone number of point of contact;
- (4) Proposed cost, fee and total;
- (5) The following statement:
 "This proposal is submitted in response to the solicitation in Item 1. By submitting this proposal, the offeror grants the contracting officer or an authorized representative the right to examine, at any time before award, any of those books, records, documents, or other records directly pertinent to the information requested or submitted.";
- (6) Date of submission;
- (7) Name, title and signature of authorized representative

A. Clearly identify separate cost data associated with the basic quantity, any options to extend the term of the contract, and options for the Government to order incremental quantities.

- 1. Provide the above cost detailed breakdown of cost on spreadsheets (cost schedules) as follows:

PLEASE NOTE: The cost proposal model provided as EXHIBIT - A may be used, however, offerors should tailor the model to their own normal accounting practices.

- a. A Total Contract Summary Proposal including:
 - i. Total Contract - Total Basic Quantities for all periods
 - ii. Total Contract - Total Optional Quantities for all periods
 - iii. Total Contract - Total Basic Quantities for all periods + Total Optional Quantities for all periods
 - b. A Total Base Period Year 1 Summary Proposal including:
 - i. Base Period Year 1 - Basic Quantity
 - ii. Base Period Year 1 - One Option Quantity
 - iii. Base Period Year 1 - Total Optional Quantities
 - iv. Base Period Year 1 - Basic Quantity + Total Optional Quantities
 - c. A Total Base Period Year 2 Summary Proposal including:
 - i. Base Period Year 2 - Basic Quantity
 - ii. Base Period Year 2 - One Option Quantity
 - iii. Base Period Year 2 - Total Optional Quantities
 - iv. Base Period Year 2 - Basic Quantity + Total Optional Quantities
 - d. A Total Base Period Summary Proposal including:
 - i. Total Base Period - Basic Quantity
 - ii. Total Base Period - Total Optional Quantities
 - iii. Total Base Period - Basic Quantity + Total Optional Quantities
 - e. A Total Option Period I Summary Proposal including:
 - i. Option Period I - Basic Quantity
 - ii. Option Period I - One Option Quantity
 - iii. Option Period I - Total Optional Quantities
 - iv. Option Period I - Basic Quantity + Total Optional Quantities
 - f. A Total Option Period II Summary Proposal including:
 - i. Option Period II - Basic Quantity
 - 2. Option Period II - One Option Quantity
 - iii. Option Period II- Total Optional Quantities
 - iv. Option Period II - Basic Quantity + Total Optional Quantities
 - g. A Total Option Period III Summary Proposal including:
 - i. Option Period III - Basic Quantity
 - 2. Option Period III - One Option Quantity
 - iii. Option Period III - Total Optional Quantities
 - iv. Option Period III - Basic Quantity + Total Optional Quantities
2. In accordance with FAR 15.403-3(a), provide information sufficient to support the Government's cost realism analysis of your cost proposal.
3. For at least the last three years, submit financial statements including a balance sheet, a statement of profit and loss and a statement of cash flow. Specify resources available to

perform the contract without assistance from any outside source. If sufficient resources are not available, indicate in your proposal the amount required and the anticipated source (i.e., bank loans, letter or lines of credit, etc.).

4. If other divisions, subsidiaries, a parent or affiliated companies will perform work or furnish materials under this proposed contract, please provide the name and location of such affiliates and your intercompany pricing policy. Separately identify costs and supporting data for each such entity proposed.
5. Whenever subcontractor effort is included in the proposed costs, the prime contractor shall include an additional supporting cost summary consolidating all costs (both contractor and subcontractor) by element for each contract period.
6. The offeror shall propose, for all optional quantities (increments), the same direct and indirect rates proposed in the offeror's cost proposal for the corresponding base and option periods. (i.e., If a labor rate of \$2 is proposed for a labor discipline/category in Base Period Year One, then a rate of \$2 must be proposed for the optional quantities (increments) in Base Period Year One.)

II. DIRECT LABOR

- A. The direct labor hours (level-of-effort (LOE)) appearing below are for professional labor only. These hours do not include management at a level higher than the project management or clerical support staff. If it is your normal practice to charge these types of personnel as a direct cost, your proposal must include them along with an estimate of the directly chargeable man-hours for these personnel. If this type of effort is normally included in your indirect cost allocations, no estimate is required. However, direct charging of indirect costs on any resulting contract will not be allowed.
- B. For the purpose of evaluation, offerors are required to purpose the following LOE hours. The offeror's cost proposal shall provide the distribution of LOE by professional categories/disciplines in accordance with the Statement of Work and the Technical Proposal Instructions.

1. BASIC QUANTITIES:

<u>Period</u>	<u>Total</u>
Base Period Year 1	27,150
Base Period Year 2	27,150
Option Period I	27,150
Option Period II	27,150
Option Period III	27,150

The anticipated percentage of the total hours required for each task is provided in the table below:

	Base Period Year 1	Base Period Year 2	Option Year I	Option Year II	Option Year III
Task 1	25.2%	25.2%	25.2%	25.2%	25.2%
Task 2	23.6%	23.6%	23.6%	23.6%	23.6%
Task 3	4.6%	4.6%	4.6%	4.6%	4.6%
Task 4	13.8%	13.8%	13.8%	13.8%	13.8%
Task 5	30.8%	30.8%	30.8%	30.8%	30.8%
Task 6	2.0%	2.0%	2.0%	2.0%	2.0%

2. OPTIONAL QUANTITIES:

a. The Government may issue:

a maximum of 30 orders of 555 direct labor hours to increase the LOE during the contract's base period year 1;

a maximum of 30 orders of 555 direct labor hours to increase the LOE during the contract's base period year 2;

a maximum of 30 orders of 555 direct labor hours to increase the LOE during the contract's Option Period I;

a maximum of 30 orders of 555 direct labor hours to increase the LOE during the contract's Option Period II; and

a maximum of 30 orders of 555 direct labor hours to increase the LOE during the contract's Option Period III.

For evaluation purposes, offerors are required to propose the following LOE hours for each period:

Total

Period	One Increment	Optional Quantities
Base Period Year 1	555	16,650
Base Period Year 2	555	16,650
Option Period I	555	16,650
Option Period II	555	16,650
Option Period III	555	16,650

The anticipated percentage of the total hours required for each task is provided in the table below:

	Base Period Year 1	Base Period Year 2	Option Year I	Option Year II	Option Year III
Task 1	18.8%	18.8%	18.8%	18.8%	18.8%
Task 2	24%	24%	24%	24%	24%
Task 3	3.2%	3.2%	3.2%	3.2%	3.2%
Task 4	54.0%	54.0%	54.0%	54.0%	54.0%
Task 5	0.0%	0.0%	0.0%	0.0%	0.0%
Task 6	0.0%	0.0%	0.0%	0.0%	0.0%

- b. The above values represent the Government's estimate of labor mix distribution and do not guarantee the actual distribution levels that will be experienced during contract performance.
- C. Offerors shall use the same personnel identified in their oral technical presentation in preparing their cost proposals.
- D. Attach support schedules indicating types or categories of labor, together with labor hours for each category and rate of compensation. Indicate the method used in computing the labor rate. If individual labor rates are proposed, give employee names. All management and support (such as clerical, corporate and day-to-day management) hours and costs proposed to be a direct charge, in accordance with your normal accounting treatment, are to be shown separately from that of the technical effort.
- E. When identifying individuals assigned to the project, specify in which of the professional categories/disciplines the individual belongs. If your company proposes an average rate for a company classification, identify the professional categories/disciplines which each company category falls.
- F. The direct labor hour mix and personnel proposed as part of the cost proposal shall be the same as proposed in the technical proposal.

- G. Indicate whether current rates or escalated rates are used. If escalation is included, state the degree (percent) and methodology. The methodology shall include the effective date of the base rates and the policy on salary reviews (e.g. anniversary date of employee or salary reviews for all employees on a specific date). The offeror shall include the date of the payroll from which hourly rates were obtained.
- H. State whether any additional direct labor (new hires) will be required during the performance period of this acquisition. If so, state the number required.
- I. With respect to educational institutions, include the following information for those professional staff members whose salary is expected to be covered by a stipulated salary support agreement pursuant to OMB Circular A-21.
1. Individual's name;
 2. Annual salary and the period for which the salary is applicable;
 3. List of other research projects or proposals for which salary is allocated, and the proportionate time charged to each; and
 4. Other duties, such as teaching assignments, administrative assignments, and other institutional activities. Show the proportionate time charged to each. (Show proportionate time charged as a percentage of 100% of time for the entire academic year, exclusive of vacation or sabbatical leave.)

III. OTHER DIRECT COSTS

- A. Except as noted below in paragraph (E), for evaluation purposes, offerors are required to propose the following other direct costs for the basic quantity of the base period and each option period to extend the term of the contract.

<u>Period</u>	<u>Travel</u>	<u>Misc. ODCs*</u>	<u>Total ODCs</u>
Base Period Year 1	\$49,500	\$22,395	\$71,895
Base Period Year 2	\$51,480	\$23,291	\$74,771
Option Period I	\$53,539	\$24,222	\$77,761
Option Period II	\$55,681	\$25,191	\$80,872
Option Period III	\$57,908	\$26,199	\$84,107

- B. Except as noted below in paragraph (E), for evaluation purposes, offerors are required to propose the following other direct costs for each optional increment in the base period and each option period to extend the term of the contract.

<u>Period</u>	<u>Travel</u>		<u>Misc. ODCs*</u>		<u>Total ODCs</u>	
	<u>1 Increment</u>	<u>Total</u>	<u>1 Increment</u>	<u>Total</u>	<u>1 Increment</u>	<u>Total</u>
Base Period Year 1	\$450	\$13,500	\$629	\$18,870	\$1,079	\$32,370
Base Period Year 2	\$468	\$14,040	\$654	\$19,620	\$1,122	\$33,660
Option Period I	\$487	\$14,610	\$680	\$20,400	\$1,167	\$35,010
Option Period II	\$506	\$15,180	\$707	\$21,210	\$1,213	\$36,390
Option Period III	\$526	\$15,780	\$735	\$22,050	\$1,261	\$37,830

* Miscellaneous Other Direct Costs may include:

Photocopying
Postage
Courier
Fed Ex/Overnight
Telephone

- C. Identify the major other direct cost items that would be a direct charge under your accounting system on any resulting contract.
- D. If the solicitation specifies the amount of other direct costs, this amount is exclusive of any applicable indirect cost and fee.
- E. Equipment (not including special equipment)
 - 1. EPA does not anticipate furnishing any equipment to the Contractor under this procurement except under unusual circumstances, for example, see paragraph (F) below.
 - 2. Identify existing Government-owned property in the possession of the offeror which the offeror proposes to be used in the performance of the contract, and the Government agency which has cognizance over the property.
- F. Facilities and special equipment, including tooling.
 - 1. If special purpose facilities or equipment is being proposed, provide a description of these items, details of the proposed costs including competitive prices, and a justification as to why the Government should furnish the equipment or allow its purchase with contract funds.

IV. CONSULTANT SERVICES

Identify the contemplated consultants. State the amount of service estimated to be required and the consultant's quoted daily or hourly rate.

V. SUBCONTRACTS

When the cost of a subcontract is substantial (10 percent of the prime contractor's estimated contract value or \$10,000, whichever is less), include details of subcontract costs in the same format as the prime contractor's costs. Include a cost or price analysis of the subcontract costs.

VI. INDIRECT COSTS (overhead, general and administrative expenses).

- A. Unless your proposed indirect rate(s) have recently been accepted by a contracting agency of the Government, provide the following detailed supporting computations:
 - i. Include historical or budgeted data. Indicate whether your computations are based upon historical or projected data.
 - II. Additionally, provide the actual indirect rates for the past five years including the indirect rates proposed, the actual indirect rates experienced and, if available, the final negotiated rates. For each rate, provide the total dollar amount for pool expenses (the numerator) and total allocation base costs (the denominator), and the number of unallowable costs included in the historical data.
- B. If your rates have been recently approved, include a copy of the agreement. If the agreement does not cover the projected performance period of the proposed effort, provide the rationale and any estimated rate calculations for the proposed performance period.
- C. Offerors who propose indirect rates for new or substantially reorganized cost centers should consider offering to accept ceilings on the indirect rates at the proposed rates. Similarly, offerors whose subcontractors propose indirect rates for new or substantially reorganized cost centers should likewise consider offering to accept ceilings on the subcontractors' indirect rates at the proposed rates.

Note: The Government reserves the right to adjust an offeror's or its subcontractors' estimated indirect costs for evaluation purposes based on the Agency's judgement of the most probable costs up to the amount of any stated ceiling.

- D. The offeror shall furnish the name and address of the Government agency and the name of the reviewing official if their rates have been recently accepted by a Government agency.

PLEASE NOTE: THIS COST PROPOSAL MODEL SHOULD BE TAILORED TO YOUR NORMAL ACCOUNTING PRACTICES

**EXHIBIT A
COST PROPOSAL MODEL**

HAZARD RANKING SYSTEM AND NATIONAL PRIORITIES LIST TECHNICAL SUPPORT

TOTAL CONTRACT SUMMARY

COST ELEMENT	RATE	BASIC QUANTITY		TOTAL OPTIONAL QTIES		TOTAL	
		HOURS	COST	HOURS	COST	HOURS	COST
A - DIRECT LABOR:							
Professional Category/Discipline							
Professional Category/Discipline							
Professional Category/Discipline							
1. Total Professional LOE							
2. Total Clerical Hours (if applicable)							
TOTAL - Direct Labor							
B - FRINGE: (if applicable)							
____% of Total Direct Labor Costs							
C - LABOR OVERHEAD: (if applicable)							
____% of Total Direct Labor Costs							
TOTAL - Fringe & Overhead							
D - OTHER DIRECT COSTS:							
E - TEAM SUBCONTRACTORS							
1.							
2.							
3.							
TOTAL - Team Subcontractor Cost							
F - SUBTOTAL - Estimated Cost without G&A							
G- G&A EXPENSE: ____% of Total Cost (if applicable)							
H- TOTAL - Estimated Cost							
I - FIXED FEE: ____% of Total Costs							
J - TOTAL - Estimated Cost and Fixed Fee							

PLEASE NOTE: THIS COST PROPOSAL MODEL SHOULD BE TAILORED TO YOUR NORMAL ACCOUNTING PRACTICES

**EXHIBIT A
COST PROPOSAL MODEL**

HAZARD RANKING SYSTEM AND NATIONAL PRIORITIES LIST TECHNICAL SUPPORT

BASE PERIOD YEAR 1 SUMMARY (Year 1 of Contract)

COST ELEMENT	RATE	BASIC QUANTITY		ONE OPTIONAL QTY		TOTAL OPTIONAL QTIES		TOTAL	
		HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
A - DIRECT LABOR:									
Professional Category/Discipline									
Professional Category/Discipline									
Professional Category/Discipline									
1. Total Professional LOE									
2. Total Clerical Hours (if applicable)									
TOTAL - Direct Labor									
B - FRINGE: (if applicable)									
____% (Identify Base)									
C - LABOR OVERHEAD: (if applicable)									
____% (Identify Base)									
TOTAL - Fringe & Overhead									
D - OTHER DIRECT COSTS:									
E - TEAM SUBCONTRACTORS									
1.									
2.									
3.									
TOTAL - Team Subcontractor Cost									
F - SUBTOTAL - Estimated Cost without G&A									
G- G&A EXPENSE: ____% (Identify Base) (if applicable)									
H- TOTAL - Estimated Cost									
I - FIXED FEE: ____% of Total Costs									
J - TOTAL - Estimated Cost and Fixed Fee									

PLEASE NOTE: THIS COST PROPOSAL MODEL SHOULD BE TAILORED TO YOUR NORMAL ACCOUNTING PRACTICES

**EXHIBIT A
COST PROPOSAL MODEL**

HAZARD RANKING SYSTEM AND NATIONAL PRIORITIES LIST TECHNICAL SUPPORT

BASE PERIOD YEAR 2 SUMMARY (Year 2 of Contract)

COST ELEMENT	RATE	BASIC QUANTITY		ONE OPTIONAL QTY		TOTAL OPTIONAL QTIES		TOTAL	
		HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
A - DIRECT LABOR:									
Professional Category/Discipline									
Professional Category/Discipline									
Professional Category/Discipline									
1. Total Professional LOE									
2. Total Clerical Hours (if applicable)									
TOTAL - Direct Labor									
B - FRINGE: (if applicable)									
____% (Identify Base)									
C - LABOR OVERHEAD: (if applicable)									
____% (Identify Base)									
TOTAL - Fringe & Overhead									
D - OTHER DIRECT COSTS:									
E - TEAM SUBCONTRACTORS									
1.									
2.									
3.									
TOTAL - Team Subcontractor Cost									
F - SUBTOTAL - Estimated Cost without G&A									
G- G&A EXPENSE: ____% (Identify Base) (if applicable)									
H- TOTAL - Estimated Cost									
I - FIXED FEE: ____% of Total Costs									
J - TOTAL - Estimated Cost and Fixed Fee									

PLEASE NOTE: THIS COST PROPOSAL MODEL SHOULD BE TAILORED TO YOUR NORMAL ACCOUNTING PRACTICES

**EXHIBIT A
COST PROPOSAL MODEL**

HAZARD RANKING SYSTEM AND NATIONAL PRIORITIES LIST TECHNICAL SUPPORT

BASE PERIOD TOTAL SUMMARY (Years 1 and 2 of Contract)

COST ELEMENT	RATE	BASIC QUANTITY		TOTAL OPTIONAL QTIES		TOTAL	
		HOURS	COST	HOURS	COST	HOURS	COST
A - DIRECT LABOR:							
Professional Category/Discipline							
Professional Category/Discipline							
Professional Category/Discipline							
1. Total Professional LOE							
2. Total Clerical Hours (if applicable)							
TOTAL - Direct Labor							
B - FRINGE: (if applicable)							
____% (Identify Base)							
C - LABOR OVERHEAD: (if applicable)							
____% (Identify Base)							
TOTAL - Fringe & Overhead							
D - OTHER DIRECT COSTS:							
E - TEAM SUBCONTRACTORS							
1.							
2.							
3.							
TOTAL - Team Subcontractor Cost							
F - SUBTOTAL - Estimated Cost without G&A							
G- G&A EXPENSE: ____% (Identify Base) (if applicable)							
H- TOTAL - Estimated Cost							
I - FIXED FEE: ____% of Total Costs							
J - TOTAL - Estimated Cost and Fixed Fee							

PLEASE NOTE: THIS COST PROPOSAL MODEL SHOULD BE TAILORED TO YOUR NORMAL ACCOUNTING PRACTICES

**EXHIBIT A
COST PROPOSAL MODEL**

HAZARD RANKING SYSTEM AND NATIONAL PRIORITIES LIST TECHNICAL SUPPORT

OPTION PERIOD I SUMMARY (Year 3 of Contract)

COST ELEMENT	RATE	BASIC QUANTITY		ONE		TOTAL		TOTAL	
		<u>HOURS</u>	<u>COST</u>	<u>HOURS</u>	<u>QTY</u> <u>COST</u>	<u>OPTIONAL QTIES</u> <u>HOURS</u>	<u>COST</u>	<u>HOURS</u>	<u>COST</u>
A - DIRECT LABOR:									
Professional Category/Discipline									
Professional Category/Discipline									
Professional Category/Discipline									
1. Total Professional LOE									
2. Total Clerical Hours (if applicable)									
TOTAL - Direct Labor									
B - FRINGE: (if applicable)									
____% (Identify Base)									
C - LABOR OVERHEAD: (if applicable)									
____% (Identify Base)									
TOTAL - Fringe & Overhead									
D - OTHER DIRECT COSTS:									
E - TEAM SUBCONTRACTORS									
1.									
2.									
3.									
TOTAL - Team Subcontractor Cost									
F - SUBTOTAL - Estimated Cost without G&A									
G- G&A EXPENSE: ____% (Identify Base) (if applicable)									
H- TOTAL - Estimated Cost									
I - FIXED FEE: ____% of Total Costs									
J - TOTAL - Estimated Cost and Fixed Fee									

PLEASE NOTE: THIS COST PROPOSAL MODEL SHOULD BE TAILORED TO YOUR NORMAL ACCOUNTING PRACTICES

**EXHIBIT A
COST PROPOSAL MODEL**

HAZARD RANKING SYSTEM AND NATIONAL PRIORITIES LIST TECHNICAL SUPPORT

OPTION PERIOD II SUMMARY (Year 4 of Contract)

COST ELEMENT	RATE	BASIC QUANTITY		ONE OPTIONAL QTY		TOTAL OPTIONAL QTIES		TOTAL	
		HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
A - DIRECT LABOR:									
Professional Category/Discipline									
Professional Category/Discipline									
Professional Category/Discipline									
1. Total Professional LOE									
2. Total Clerical Hours (if applicable)									
TOTAL - Direct Labor									
B - FRINGE: (if applicable)									
____% (Identify Base)									
C - LABOR OVERHEAD: (if applicable)									
____% (Identify Base)									
TOTAL - Fringe & Overhead									
D - OTHER DIRECT COSTS:									
E - TEAM SUBCONTRACTORS									
1.									
2.									
3.									
TOTAL - Team Subcontractor Cost									
F - SUBTOTAL - Estimated Cost without G&A									
G- G&A EXPENSE: ____% (Identify Base) (if applicable)									
H- TOTAL - Estimated Cost									
I - FIXED FEE: ____% of Total Costs									
J - TOTAL - Estimated Cost and Fixed Fee									

PLEASE NOTE: THIS COST PROPOSAL MODEL SHOULD BE TAILORED TO YOUR NORMAL ACCOUNTING PRACTICES

**EXHIBIT A
COST PROPOSAL MODEL**

HAZARD RANKING SYSTEM AND NATIONAL PRIORITIES LIST TECHNICAL SUPPORT

OPTION PERIOD III SUMMARY (Year 5 of Contract)

COST ELEMENT	RATE	BASIC QUANTITY		ONE OPTIONAL QTY		TOTAL OPTIONAL QTIES		TOTAL	
		HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST
A - DIRECT LABOR:									
Professional Category/Discipline									
Professional Category/Discipline									
Professional Category/Discipline									
1. Total Professional LOE									
2. Total Clerical Hours (if applicable)									
TOTAL - Direct Labor									
B - FRINGE: (if applicable)									
____% (Identify Base)									
C - LABOR OVERHEAD: (if applicable)									
____% (Identify Base)									
TOTAL - Fringe & Overhead									
D - OTHER DIRECT COSTS:									
E - TEAM SUBCONTRACTORS									
1.									
2.									
3.									
TOTAL - Team Subcontractor Cost									
F - SUBTOTAL - Estimated Cost without G&A									
G- G&A EXPENSE: ____% (Identify Base) (if applicable)									
H- TOTAL - Estimated Cost									
I - FIXED FEE: ____% of Total Costs									
J - TOTAL - Estimated Cost and Fixed Fee									